The Modern Conveyancer:

OR,

Conveyancing Improv'd.

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OR

Conveyancing Improv'd.

BEING A CHOICE

COLLECTION

OF

PRESIDENTS

ON MOST

OCCASIONS;

Drawn after the Manner of

Conveyancing Now in Use,

BY

The greatest Hands of the present Age, of which some are still Living.

Consisting of Settlements of ESTATES upon Marriages, &c.

With an Introduction *concerning Conveyancing in General.*

LONDON:

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THE

INTRODUCTION.

AS *Conveyancing* is one of the biggeſt Branches of the Great Body of the Law, and well digeſted Deeds or Written Inſtruments, the Fruits thereof: So a Faculty to diſcern ſuch as are mature and ripe, to anſwer their proper ends and uſes, is one of the greateſt Requiſits, and (if obtain'd) Accompliſhments belonging to the whole Syſtem of Clerkſhip.

Inſtead therefore of a *Preface* to the following Book, we have thought it more proper (on this Occaſion) to make an *Introduction*, concerning each manner of Deeds now uſed in Conveyancing, and thereby the paſſing of Eſtates from one to another.

And becauſe every Deed is not fit and proper for every Occaſion to be uſed; but ſome being proper on ſome Occaſions, and ſome uſeful on others, the Law having applied to every Deed their particular Operaion: It may not therefore be amiſs, to give ſome Account in General of each particular Deed, and of their peculiar uſe, ſo as to be employed as Occaſions require them, before we come to the Book it ſelf.

But firſt we will conſider of a Deed in its entire Body, and next proceed to its Particulars.

Of a Deed entire.

Deed, what.

A *Deed*, is a Writing or Written Inſtrument, either on Paper or Parchment, (as may be thought moſt convenient) Sealed and Delivered by the Parties thereto, to prove and teſtify their Agreement to ſuch matters and things as are therein contained.

Some Deeds concern Realty, as a Feoffment of Lands, &c. and ſome Perſonalty, as a Gift of Goods, and the like.

Alſo ſome Deeds are Poll, and ſome Indented.

Deed Poll.

Poll Deeds are ſo called, becauſe they are cut even and plain at the Top, and properly are ſingle and but of one part, and is intended for the uſe of the Grantee, Feoffee or Leſſee.

Indentures.

Deeds Indented are ſuch as are cut in and out at the Top, and properly made when there are intended to be Two or more Parts thereof, that they may at the Top be cut into one another, and are all to contain the ſame Words, Covenants or Agreements.

The *Deed Poll* commonly begins in theſe Words; *To all People to whom theſe Preſents ſhall come, &c.* Or, *Know all Men by theſe Preſents, &c.* and may run on in the Firſt Perſon, or in the Third. The other uſually thus; *This Indenture made, &c.* Yet if it be not actually Indented, though it begin in theſe words, it is no Indenture; alſo if it be Indented and begin not in theſe words, it is an *Indenture*, and that for the Reaſons aforeſaid: And commonly each Party hath a Part of the Indenture, after they have inter-

interchangably Sealed and Delivered to one another. It uſually runs in the Third Perſon, but may be good in the Firſt, where both parties Seal and Deliver; therefore they are often called *Bipartite*, *Tripartite*, *Quadripartite*, *&c.* having two, three or four parts and parties.

That part which the Grantor, Feoffor or Leſſor ſeals, is called the *Principal* or *Original*, and the reſt are ſaid to be *Counterparts* or *Copies*; and yet all of them do make but one entire *Deed* in Law, though every part aſunder is of as great force and effect, as all the parts together. For the Words of the Indenture are looked upon as the Words of either party, and ſhall be applied to that party to whom they properly belong. See *Co. upon Lit.* 35,143,229. Original. Counterpart.

And Note, That there may be divers kinds of *Deeds*; for every Agreement put in Writing, and Sealed and Delivered, becometh a *Deed*. Divers kinds.

Some Deeds are Conſtitutive, or Making and Conveying, as *Feoffments*, *Gifts*, *Grants*, *Leaſes*, *&c.* They are ſaid to be Conſtitutive or Making, becauſe they Create what was not before; as the firſt Grant of a Way, of a Rent, or of an Eſtate in Tail, for Life, or for Years, with Warranty or without, and are either Abſolute or Conditional. Deeds Conſtitutive.

They are ſaid to be *Conveying*; becauſe Eſtates then, or formerly made, are thereby Conveyed to others.

Alſo ſome Deeds conſiſt of *Diſcharges*, which are *Remiſſory* or *Liberatory*, releaſing or diſcharging ſomething in being; as, *Releaſes*, *Acquittances*, *Defeazances*, and the like. Deeds Remiſſory.

By what Deeds Lands uſually paſs.

Now the Ordinary Deeds by which Lands and Goods paſs from one to another, are theſe; *Viz.*

1. Aſſignments.
2. Bargain and Sale.
3. Confirmations.
4. Covenants to ſtand ſeized.
5. Exchanges.
6. Feoffments.
7. Fines.
8. Gifts or Grants.
9. Indentures, to lead Uſes of Fines,&c.
10. Leaſe and Releaſe.
11. Recoveries.
12. Revocations and New Declarations.
13. Surrenders.
14. Wills,&c.

Aſſignment, what.

Aſſignor, and Aſſignee.

1. *Aſſignment*, is the appointing or ſetting-over a Right unto another; he that aſſigns is called the *Aſſignor*, and he to whom it is aſſigned is called *Aſſignee*. So in other Deeds there is Bargainor and Bargainee, Confirmor and Confirmee, Covenantor and Covenantee, Exchangor and Exchangee, Feoffor and Feoffee, Conuſor and Conuſee, Donor and Donee, Grantor and Grantee, Leſſor and Leſſee,&c.

Bargain and Sale.

Bargain and Sale, what.

2. A *Bargain and Sale*, is the Transferring of the property of a Thing from one to another upon valuable Conſiderations.

Confir-

Confirmation.

3. A *Confirmation*, is the Conveyance of an Eſtate or Right that one hath into Lands or Tenements to another that hath the poſſeſſion thereof, or ſome Eſtate therein, whereby a Voidable Eſtate is made ſure and unavoidable, or whereby a Particular Eſtate is increaſed and enlarged, and is properly made by the words *Confirmaſſe*, *Ratificaſſe*, and *Approbaſſe*, which do ſignifie *Ratum & firmum facere, & ſupplere omnem defectum.* Co. Lit. 295. Confirmation, what.

Covenants to ſtand ſeized.

4. *Covenants to Uſes*, are grounded upon the Statute of 27 *H.* 8. which was made to prevent former Abuſes, occaſioned by ſuch as would give the Freehold or poſſeſſion of their Land to another and take the Profits to themſelves, ſo that the Uſe and Poſſeſſion was divided, with many Inconveniences: But this Act provides, That where any are or ſhall be ſeized of any Lands to the Uſe or Truſt of any other, by reaſon of any Bargain, Sale, Feoffment, Fine, Recovery, Contract, Agreement, or otherwiſe by any means whatſoever, *Ceſtuy que Uſe* or Truſt, that hath any ſuch Uſe in Feeſimple, for Term of Life or for Years, or otherwiſe, or any Uſe in Reverſion or Remainder, &c. ſhall have the poſſeſſion of the Land in ſuch Quality, manner and Condition as he had the Uſe or Truſt: And where any one is ſeized of Lands, to the uſe or intent that another ſhall have a yearly Rent out of the ſame Lands, *Ceſtuy que Uſe* of the Rent ſhall be deemed in poſſeſſion thereof, of like Eſtate as he had the Uſe. By which Covenants to ſtand ſeized to Uſes.

Statute the uſe and poſſeſſion of the Land is at this day conjoyned, ſo as they cannot now ſtand apart or be divided; but he that hath the one muſt have the other, and the one doth enſue the other as the Shadow the Body; and the Law ſetleth the Eſtate, according to the uſe and intent declared; ſo that now what Eſtate a man hath in the Uſe, the ſame he hath in the Poſſeſſion.

Requiſites to execute an Uſe according to Statute.

But Four things are required to every Execution of an Uſe within this Statute: 1. That there be a Perſon ſeized. 2. That there be a *Ceſtuy que Uſe* in *Eſſe*. 3. That there be an Uſe in *Eſſe* in Poſſeſſion, Reverſion or Remainder: And 4. That the Eſtate out of which the Uſes ariſe, be veſted in *Ceſtuy que Uſe*: So that when theſe Four, *viz.* Seiſin in the Feoffees, *Ceſtuy que Uſe in rerum Naturâ*, Uſe in *Eſſe*, and that the Eſtate of the Feoffees doth veſt in *Ceſtuy que Uſe*, then there is an Execution of the Uſe within this Statute.

Uſes excluded.

And it is agreed, That this Statute doth not Execute any Uſe, but only Uſes in *Eſſe*; ſo that the Right of a preſent and a future or contingent Uſe are excluded, until they come in *Eſſe*; and then the Statute doth execute them alſo, if no alteration be of the Eſtate of the Land before: But ſuch Right of Uſes in *Eſſe*, and Uſes in Contingency until they happen to be in *Eſſe*, remain at the Common Law as they were before the Statute. 1 *Co.* 126, 136. *Plow.* 391. *Dy.* 58, 88, 330.

A *Covenant to ſtand ſeized to Uſes*, may be in this ſort: A man that hath a Wife and Children, Brothers and Kinſfolk, may by Deed covenant and agree, That for their or any of their Preferments, he will ſtand ſeized of Land to their uſe, either for Life in Tail, or Fee-ſimple.

And

And upon this Agreement there ariſeth an Equity, That the Land ſhall go according to his Agreement: And the aforeſaid Statute 27 *H.*8. Conveyeth the Eſtate of the Land as the Uſe is appointed.

Note alſo, There muſt be a Conſideration to raiſe an Uſe according to this Statute: For if the Party to whoſe Uſe he agreeth to ſtand ſeized of the Land, be not Wife, Children, Uncle or Couſin, or one that he intendeth to Marry, then will no Uſe ariſe, and ſo no Conveyance. Conſideration to raiſe an Uſe.

For although the Law allow the Conſiderations of Marriage and Blood to raiſe Uſes; yet doth it not ſo of trifling Conſiderations, as Old Acquaintance, Schooling, Service, and the like. 1 *Co.*176. 2 *Co.*15,76. 3 *Cro.* 394. *Dyer* 169, 312. 1 *Cro.* 529. *Jon.* 418. *Plow.* 307. *Yelv.* 51.

And therefore if one Bargain and Sell his Land to another by Deed Indented and Inrolled without Conſideration, it ſeems no uſe will riſe by this to the Bargainee. But if it be in Conſideration of a competent Sum of Money; as 100 *l.* paid or to be paid, or for Counſel given, or the like; in theſe Caſes the Uſe will ariſe to the Bargainee well enough.

Alſo where a man maketh an Eſtate of his Land to others by Fine, Feoffment or Recovery, he may then appoint the uſe to whom he liſteth, without reſpect of Kindred, Marriage-Mony or other thing: But he cannot do ſo when he maketh no Eſtate, but only agreeth to ſtand ſeized: Nor in Bargain and Sale, when he hath taken a Conſideration as aforeſaid.

Exchange.

Exchange, what,

5. *Exchange*, is a mutual Grant of equal Intereſt the one in Exchange for the other, &c. where one man is ſeized or poſſeſſed of Land in Fee-ſimple, Fee-tail, for Life or for Years; or is poſſeſſed of Goods, and another man is ſeized or poſſeſſed of other Lands, or poſſeſſed of other Goods in the like manner, and they do Exchange their Lands or Goods the one for the other.

And in this there is a double Grant, each granting that which is his, to the other. *Co. Lit.* 501. *Finch.* 17. *Perk.* Sect. 253.

Equality of Eſtates. Two Grants.

In Exchange both the Eſtates muſt be equal. There muſt be two Grants, and each Grant muſt mention the word (*Exchange.*)

The Effect.

The Effect of ſuch Exchange is, That it doth give the Intereſt and alter the property of the thing Exchanged to either party, according to the Agreement.

What an Exchange importeth.

Alſo in the Law, Exchange importeth a Condition of Re-entry and a Warranty, Voucher and Recompence of the other Land that was given in Exchange, and an Exchanger may Re-enter upon an Aſſignee; That is, A Condition to give a Re-entry upon all the Land given in Exchange, if he be put out of all or part of the Land taken in Exchange, and a Warranty to enable him to Vouch, and to recover over in value ſo much of his own Land again, given in Exchange, if he be ſued for it.

Double Remedy.

So that upon every Exchange, either party (if he be put out of, or loſe by Action the Land he taketh in Exchange) hath a double Remedy againſt the other; but yet this Remedy doth go only in the Privity, and ſhall not go

to

to an Aſſignee. Therefore if one of the Parties is put out of all or part of the Land, or out of part of the Eſtate by Entry, and the other Party enters upon the others Land upon the Condition in Law, he may enter upon the whole Land and avoid the whole Exchange; but if he be impleaded for a part only, or for the whole, and a part only be recovered from him, in this caſe he ſhall recover ſo much in Value of the other Land only as he hath loſt, and no more. Recovery in Value.

Example: As if an Exchange be of three Acres for three Acres, and after one of the Parties is put out of one of the Acres by the Entry of a Stranger; in this caſe he may enter upon the whole three Acres he had given in Exchange, and ſo avoid the whole Exchange, if he will. 4 Ca. 121. *Vide Bro. Exchange* throughout, *Fitzh. Exchange in toto.*

And it is ſaid Exchange may be made by Word without any Writing, or by Deed in Writing. Exchange by Word.

But Note, If all or part of the things whereof the Exchange is made do lye in ſeveral Counties, or if all or part be ſuch as lye in Grant, and not in Livery, though it be in the ſame County, in this caſe it muſt be made by Deed Indented in Writing: But where the Exchange is of Lands, and of Lands lying in the ſame County, though it be of an Eſtate of Freehold or Inheritance, yet it may be made by Word of Mouth without Writing. And ſo it may be, when the things Exchanged do lye in divers Counties, when the Exchange is made only for a Term of Years. *Co. Lit.* 51, 52. 9 *Co.* 15. *Perk.* Sect. 244, 247, 248, &c. Exception.

Note

Attornment. Note alſo, If any Rent, Reverſion, Seigniory, or the like, be granted by either Party, that then the Tenant muſt Attorn to the Grant; for that Attornment is neceſſary in this Caſe.

Seiſin. And yet in caſe of the Grant of Land in poſſeſſion in Exchange, no Livery of Seiſin is needful.

Neither is it needful that either Party to the Exchange, come to the Thing given to him in the Exchange, by the ſame means and manner of Aſſurance: For if the Leſſee for Life of one Acre, give another Acre to his Leſſor in Tail in Exchange, for a Releaſe from him of that Acre, to have and to hold in Tail in like manner; this is a good Exchange. *Perk.* Sect. 229, 263, 267.

Feoffments.

Feoffment, what. 6. *Feoffment* ſtrictly and properly, is the Gift or Grant of any Honours, Caſtles, Mannors, Meſſuages, Lands, Houſes, or other Corporeal immoveable things of like nature, which be hereditable to another in Fee-ſimple; *(id eſt)* To him and his Heirs for ever, by the delivery of ſeiſin and poſſeſſion of the Things given. *Co. Lit.* 9. *Lit.* Sect. 57.

Therefore in brief it may be defined thus; That where by Deed Lands are given, and Livery and Seiſin made, it is not called a Feoffment, unleſs the Fee-ſimple be conveyed; otherwiſe it is called a Leaſe for Life, or Gift in Tail.

Leaſe, or Gift.

Feoffment moſt ancient and excellent. And this manner of Conveyance, as it is the moſt ancient kind, ſo it is ſaid to be the beſt and moſt excellent of all others, and in ſome reſpects to excel the Conveyance by Fine and Recovery.

For

For it is of that Nature and Efficacy, (by reaſon alſo of the Livery of Seiſin, which is evermore incident to it,) that it cleareth all Diſſeiſins, Abatements, Intruſions, and other wrongful and defeazible Titles, and reduceth the Eſtate clearly to the Feoffée, when the Entry of the Feoffor is lawful: Which neither Fine, Recovery, nor Bargain and Sale by Deed Indented and Inrolled will do, when the Feoffor is out of poſſeſſion. The Efficacy thereof.

And it paſſeth the preſent Eſtate of the Feoffor, and alſo barreth and excludeth him of all preſent and future Right to the thing which is ſo conveyed; inſomuch that if one have divers Eſtates, all of them paſs by his Feoffment, and if he have any Intereſt, Rent, Common, or the like, into or out of the Land, it is extinguiſhed and gone by the Feoffment. Barreth preſent and future Right. Extinguiſhment.

Further alſo, it barreth the Feoffor of all Collateral benefits touching the Lands; as Condition, Power of Revocation, Writs of Error, Attaint, and the like; ſo that if a man make an Eſtate of the Land upon Condition, or with power to revoke it, and afterward he make a Feoffment of the Land; by this Feoffment he is barr'd for ever of taking advantage of the Condition or power of Revocation. Barreth Collateral benefits.

It deſtroyeth contingent Uſes, gives away a future Uſe incluſively, gives away a Seigniory incluſively, and gives away a right of Action. For both the Feoffment and Livery of Seiſin incident thereunto, are much favoured in Law, and will be conſtrued moſt ſtrongly againſt the Feoffor, in advantage of the Feoffee. Deſtroyeth contingent Uſes, &c.

And for that it is ſo ſolemnly and publickly made, it is of all other Conveyances moſt obſerved, and alſo beſt remembred and proved, by reaſon of the Livery and Seiſin, &c. Livery and Seiſin.

Weſt.

*West.Symb.*235. *Co.Lit.* 6. 49. 9 *Co.*1.111,112. 6 *Co.* 70. 1 *Co.* 121. *Plow.* 554 *Perk.* Sect. 210.

Fine.

Fine, what.

7. A *Fine*, is taken for a final Agreement, or Conveyance upon Record, for the ſetling and ſecuring of Lands and Tenements, acknowledged in the Kings Court (by the Cognizor of the Land or other thing) to be the Right of the Conuſee; and it is ſaid to be *finalis Concordia, quia finem ponit negotio, adeo ut neutra pars litigantium ab eo de cætero recedere poſſit.* Co.Lit.126. Weſt.Symb. *par.*2.*cb.*1.

I ſhall not enlarge more upon it in this place, there being particular Books for this purpoſe, as *Touchſtone of Preſidents, Common Law of Aſſurances, &c.*

8. *Gifts* or *Grants.*

Gift or Grant.

1. A *Gift* ſtrictly taken, is a Conveyance, or paſſing an Eſtate of Lands or Tenements to another in Tail, wherein the word *Dedi*, or *I have given*, is moſt commonly uſed, and for the moſt part it is by Deed, though it may be otherwiſe.

2. A *Grant* eſpecially taken, ſignifieth a Gift in Writing, of ſuch things as cannot aptly paſs by Word only without Writing; as Rents, Reverſions, Services, Advowſons in groſs, Commons in groſs, Tithes, &c. Of which more hereafter. *Vide poſtea Grant.*

Indentures to lead Uſes of Fines, &c.

Indentures to lead Uſes of Fines, &c. what.

9. Note, That *Uſes* within the Statute 27 *H.* 8. may be raiſed as they might before the Statute, either by Tranſmutation of the Eſtate, as by *Fine, Feoffment, Common Recovery, &c.* and therefore

fore a *Fine*, *Feoffment* or *Recovery* may be had of Land, to the uſe and intent, That either of the Parties thereunto, or others ſhall have it for any Time or Eſtate, and by this means what Uſes, and conſequently what Eſtates a man will, may be raiſed and created; and the *Uſes* thereof, may either before or after the Levying ſuch Fines and Recoveries, be declared by the *Indentures* to lead the *Uſes* thereof.

As if the Parties make a Writing, and thereby declare, That one of them ſhall levy a Fine, make a Feoffment, or ſuffer a Recovery to the other, To the uſe and intent, that one ſhall hold for his Life and after his Death to another in Tail, and after to a third in Fee-ſimple, &c. in ſuch caſe the Land ſettleth in Eſtate, according to the uſe and intent by ſuch Deed or Writing declared, by virtue of the Statute 27 *H.* 8. as was before obſerved. For before this Statute the Feoffees were Owners of the Land; but now he is the Owner to whoſe uſe the others are enfeoffed; ſo that as before the Statute the Poſſeſſion ruled the Uſe, now the Uſe governeth the Poſſeſſion.

10. *Leaſe* and *Releaſe*.

A *Leaſe* doth properly ſignifie a Demiſe or Letting of Lands or any Hereditaments unto another for leſſer time, than he that doth let it hath in it. Leaſe.

So a *Releaſe*, is the giving or diſcharging of the Right or Action which a man hath, or may have or claim againſt another man; but to our purpoſe here, it is a Conveyance of a mans Intereſt or Right which he hath in a Thing, to another that hath the Poſſeſſion thereof: And it is now a common courſe in paſſing Land by Releaſe.

Leaſe

Leaſe and *Releaſe*, firſt to make a Bargain and Sale for the Term for a year, or ſuch like Term, to the intent that by virtue thereof the Leſſee may be in the actual poſſeſſion of the Lands intended to be releaſed, and thereby and by force and virtue of the ſaid Statute 27 *H.* 8. for Transferring Uſes into Poſſeſſion, be enabled to take a Grant or Releaſe of the Reverſion and Inheritance of the ſaid Lands, to him and his Heirs for ever.

Recovery.

11. A *Recovery* here meant, is ſuch a Recovery as is uſed for a Common Aſſurance of Land, called a *Common Recovery*; and it is done in the form and courſe ſet down by the Law, to be obſerved for the better aſſuring of Lands and Tenements.

Demandant. Tenant. And in it there is a Colourable Suit, wherein there is a Demandant, who is called a *Recoveror*; and a Tenant, called the *Recoveree*; and one that is called to warrant upon a ſuppoſed Warranty, who is called the *Common Vouchee.*

Vouchee.

But much of this, and of the operation thereof may be read in the Books which treat of Fines and Recoveries.

12. *Revocation* and *New Declaration.*

This Deed is made purſuant to ſome Reſerve contained in a former Deed or Conveyance, which gives power to call back ſomething granted, and by a New Declaration to create a New Eſtate thereof, which ſhall ſettle accordingly.

Surrender:

Surrender.

13. A *Surrender*, is the yielding or delivering up of Lands or Tenements, and the Eſtate a man hath therein unto another that hath a higher or greater Eſtate in the ſame. The effect of it is to paſs the Eſtate of the Surrendror to the Surrendree, and that thereupon the Eſtate of the Surrendror may be drowned and extinct in the Eſtate of the Surrendree.

Will.

14. *Will*, or *Teſtament*, is the Declaration of a mans Mind and Intent what he would have done after his Death.

Teſtament. Codicil.

The Civil Law calls it a *Teſtament*, when there is an Executor made and named in it; and when there is none they call it a *Codicil*.

A man can make but one Teſtament that ſhall take effect; but he may make as many Codicils as he will.

But the Common Law calls that a *Will*, by which Lands or Tenements are deviſed, though there be no Executor named; and when it concerns Chattels only, they call it a *Teſtament*. *Co. Lit.* 111. *Swinb.* of *Wills* 24.

See alſo *Wentworth's Office of Executor.*

Deviſe of Lands in Writing.

The Statute 29 *Car.* 2. for prevention of Frauds, Enacts, That all Deviſes of Lands or Tenements, deviſable either by the Statute of *Wills*, or by the force of the Cuſtom of *Kent*, or of the Cuſtom of any Burrough, or any other particular Cuſtom, ſhall be in Writing, ſigned by the Deviſor, or ſome in his preſence, by expreſs Directions, and Subſcribed in his preſence by three

or

or four conſiderable Witneſſes, or elſe to be utterly void. Alſo, That no Deviſe in Writing ſhall be revokable, but by ſome other Will or Writing declaring the ſame; or by burning, cancelling, tearing or obliterating the ſame by the Teſtator himſelf, or by his Directions and Conſent in his preſence; the Writing to be ſigned in the preſence of three or four Witneſſes declaring the ſame.

And that no *Will* in Writing, concerning any Goods or Chattels, or Perſonal Eſtate, ſhall be repealed, nor any Clauſe, Deviſe or Bequeſt therein altered or changed by any other *Will* made by Word of Mouth only: Except the ſame be committed to Writing in the Teſtator's life, and read to him and allowed by him, and proved to be ſo done by three Witneſſes at the leaſt.

This is a ſhort deſcription of ſuch Deeds by which Lands are uſually conveyed and do paſs from one Man to another, ſome of which indeed are not contained in our Book of Precedents, (which is not diſpoſed into all thoſe Heads, being not at firſt deſigned for the Preſs, but only a private Collection, by an Ingenious Hand;) but I did it, for that it ſeem'd neceſſary in the opening of our Conveyances to ſpeak of ſuch as are commonly uſed, and I hope will not be looked upon as impertinent.

We have alſo other *Deeds* and *Precedents* in this Collection which are not yet touched upon, but whoſe Nature and Effects are ſet down in the following Particulars, in the which alſo ſo much of the former as is further neceſſary to our Introduction are again ſpoken to.

The

The Precedents of ſuch Deeds as are contained in this Book, are reduced under theſe Heads:

1. Annuities.
2. Aſſignments.
3. Awards.
4. Bargains and Sales.
5. Chancery Proceedings.
6. Conditions Special.
7. Defeazances.
8. Eccleſiaſtical Inſtruments.
9. Grants.
10. Joyntures.
11. Leaſes.
12. Letters of Attorney.
13. Mortgages.
14. Releaſes.
15. Revocations.
16. Settlements.
17. Surrenders.
18. Wills.

1. *Annuity.*

This is a Deed whereby a Yearly payment of a Sum of Money, or other thing, is granted to another in Fee, for life or years, charging the perſon of the Grantor only. Strictly taken.

And this is ſaid to differ from a Rent in many things; for that a Rent, be it Rent-ſervice, Rent-charge, or Rent-ſeck, is going out of Land; but that an Annuity goeth not out of any Land, but chargeth only the Perſon, *viz.* the Grantor or his Heirs that have Aſſets by diſcent. *Doct. & Stud. Dial. 1. cap. 3.*

Alſo it is ſaid, for an Annuity no diſtreſs can be taken, nor is it ever taken for Aſſets, becauſe it is no Freehold in Law, nor ſhall be put in

Execution upon a Statute-Merchant, Staple, or *Elegit*, as a Rent may. *Dyer* 65, 344, 345. *Co. Litt.* 244.

Yet an *Annuity* is grantable at firſt; and ſome hold 'tis grantable over, ſome not. *Mo. Caſe* 18. ſays, it is grantable over, and yet it is but a kind of *Choſe en Action*. Yet ſee *Perk.* Sect. 87, 101.

Alſo its ſaid, an Annuity *pro Conſilio impenſo* is grantable over. *Mo. caſe* 18.

But an Annuity *pro Conſilio impendendo*, or *impoſterum impendendo*, is not grantable over after the firſt Grant, unleſs it be granted to him and his Aſſigns. *Perk.* Tit. *Grants.* 3 *Leon. caſe* 136. *Dy.* 2. *Co. Lit.* 144. *Hetley* 80. *Fitz. Grant* 145. *Bro. Grants* 3.

It is ſaid, a Grant of an *Annuity* for Term of years, is good; but the Grantee may not have an Action of Debt for the Arrearages during the Term. 1 *Cro. pag.* 3.

It is ſaid, If one grants an *Annuity* to him and his Heirs, to be paid yearly at two uſual Feaſts for 30 years, to begin after the death of the Grantor; This is a good Grant, and will charge the Heir, although at firſt it commence upon him; for it is for him and his Heirs. *Hetley* 137, 138.

But though this diſtinction is ſtrictly of an Annuity to charge only the Perſon, and of a Rent to charge the Land; yet all Grants of Salaries or Rents are generally called *Annuities*, and comprehended under that Head in particular, and under a *Grant* in general.

Vide Grant.

2. *Aſſign.*

2. *Aſſignment.*

Of *Aſſignment* it may be ſaid further:

That he ſhall be intended an Aſſignee that hath the whole Eſtate of the Aſſignor that is aſſignable. Yet there is ſaid to be an Aſſignee in Deed, and Aſſignee in Law.

Aſſignee in Deed, is ſuch an one to whom a Leaſe, Eſtate or Intereſt is aſſigned.

Aſſignee in Law, is he whom the Law ſo maketh, as an Executor is an Aſſignee in Law; but if there be an Aſſignee in Deed, an Aſſignee in Law will not be allowed.

In *Aſſignments* it is neceſſary to have Covenants of the Aſſignors part; 1. To ſave harmleſs of former Rents, Grants and Charges. 2. To deliver up former Deeds. (3) That he is Owner in poſſeſſion, and hath power to grant and aſſign, &c. 4 That the Aſſignee may quietly enjoy. 5. To make further Aſſurance.

And let the Aſſignee covenant to pay the Rents, and perform Covenants.

Note, That if the Leſſee for years aſſign over his Term and dye, his Executors ſhall not be charged for Rent due after his death.

And if the Executors or Adminiſtrators of a Leſſee for years aſſign over their Intereſt, an Action of Debt doth not lye againſt them for Rent; yet it ſeemeth, that the Leſſor muſt have Notice of the Aſſignment, and conſent to it. 3 *Co. Walker's Caſe.*

If a Leſſee for years aſſign over his Term, the Leſſor may charge which of them he will; but if he accept the Rent from the Aſſignee, (knowing of the Aſſignment) he hath determined his Election, and cannot afterward bring an Action of Debt againſt the Leſſee for Rent due after

the *Aſſignment*, becauſe there is no privity between them; but he is left to his remedy againſt the Aſſignee. *Co.* 3 *Rep. fo.* 24. *Bulſtr.* 2 *par.*151. *Popb.Rep.*55.

But yet he may bring his Action of *Covenant* againſt the Aſſignor, his Executors or Adminiſtrators; againſt the firſt on his expreſs Covenant or Covenant in Law; againſt the laſt it only lies on the Aſſignors expreſs Covenant.

An Aſſignee of Lands, if he be not named in the Condition, yet he may pay the Mony to ſave his Land.

But he ſhall receive none, if he be not named, and the Tender ſhall be to the Executors of the Feoffees.

3. *Award.*

An *Award*, is a Determination or Judgment, made or given between perſons in Controverſie, by the Arbitrators or Umpire, who are ſuch perſon or perſons as are thereunto elected by the parties Controverting, for putting an end to Differences in Controverſies between them, according to the ſubmiſſion of the ſaid parties, and agreeable to Reaſon and good Conſcience.

This Submiſſion is beſt and moſt uſual by Writing, each party entring into a Bond with Condition to the other, to ſtand to the Award of the Arbitrators.

And the Rule is, That ſuch perſons only may of themſelves ſubmit, as may of themſelves make good Grants. *Weſt. Symb. par.* 2 *ſect.*20.

The Husband may ſubmit for himſelf and his Wife, for the Goods and Chattels of which he had diſpoſition in right, and by reaſon of his Wife, and it ſhall bind her.

And

And where divers of the one part ſubmit themſelves, and divers of the other part, the Arbitrators may make an *Award* for Matters between them joyntly; and ſo for Matters between them ſeverally.

And where divers on each part have ſubmitted, if the *Award* be betwixt ſome of the one party and ſome of the other, and take no notice of the others; ſuch *Award* is ſaid to be good. *Keb.*886.

But this ſeems only to be where the Submiſſion is for the whole Matters, or any parcel thereof.

For where the Submiſſion is Conditional and with an *Ita quod, &c.* ſo that the Arbitrators award all Differences, they may not make their *Award* of parcel, if they had notice of more. 1 *Sand.Rep.*32.

And if the Submiſſion be Conditional with a (*So that, &c.*) and if the Arbitrators make no mention in the *Award* of part of the Differences of which he had Notice; yet if they award General Releaſes on both ſides, the *Award* is good. *Idem* 33.

But an *Award*, where all is to be performed on the one part, and nothing on the other, is void. *Idem* 326,327. *Sand.*190.

In the form of every *Award* or *Arbitrement*, ſix things are ſpecially to be regarded:

1. That it be made according to the very Submiſſion touching the things ſubmitted, or neceſſarily depending thereupon, and every other Circumſtance relating thereto.

2. That it ought to be certain.

3. That it ought to be equal, and appoint either party to give or do unto the other ſomething beneficial, in the appearance at the leaſt.

4. That the performance thereof be lawful and poſſible, and within the power of the Parties.

5. That there be a Means, how either party may by Law attain unto that which is thereby awarded unto him.

6. That it be a final End of the Controverſies ſubmitted.

And if it fail in any of theſe Points, then the whole Arbitrement will be void.

Note, In the 2*d Part* of *Sanders, Rep.* 65. it is ſaid, That an *Arbitrement* under the Hand and Seal of an Arbitrator, is an Eſpecialty, not within the Statute of *Limitations*.

But that a man may wage his Law againſt an *Award* under Hand and Seal, if the Submiſſion be not by Specialty, under the Hand and Seal of the parties that ſubmitted to the *Award*. *Idem* 65,74. 1 *Anderſ.* 415.

Alſo if a Submiſſion be to Arbitrators, and that if they diſagree, then to an Umpire, and the *Award* and *Umpirage* are limited to the ſame day, there the power of the Umpire is void, unleſs the Arbitrators have diſagreed and declared, That they would not meddle further. *Idem* 130,132,133.

Again, If a Submiſſion be to Arbitrators, ſo that they make their *Award to* Morrow, and if they cannot agree, then to an Umpire, ſo that he make his Umpirage to Morrow or next day; in this caſe the Umpire cannot make his *Umpirage* on the Morrow. 2 *Sand.* 130,131.

And where the expreſs Agreement of the parties ſhall make an *Umpirage* good, although the ſame time is limited for the Arbitrators and the Umpire to make the *Award* or *Umpirage*. See 2 *Sand.* 132.

Where

Where Arbitrators, within the time limited to make their *Award*, may chooſe an Umpire to make an *Umpirage* after the determination of the time limited for their Award. *Idem* 133.

If all Debts, Sums of Mony and Demands are ſubmitted to *Arbitrement*, the Arbitrators have power to award a Releaſe of all Bonds, Specialties, Judgments, Executions and Extents, by which the ſaid Debts, Sums of Mony and Demands are due. *Idem* 190.

Where a Releaſe is awarded of all Bonds and Judgments, whereas Bonds and Judgments were not within the Submiſſion; yet the Defendant ſhall not avoid the *Arbitrement*, unleſs he ſhew ſpecially, that there were ſome Bonds and Judgments between the parties. *Ibid.*

An Award, *That* A. *ſhould be ſatisfied by* B. *the Mony due to him for Work, and that then* A. *ſhould pay* 25 l. *to* B. *and that each party ſhould give to the other a General Releaſe*, is void in the whole, for the uncertainty of what Sum was due for Work. *Idem* 292, 293.

Where an *Arbitrement* being void in one part, ſhall be good for the reſidue, and where void for the whole; See 2 *Sand.* 293.

If an *Award* be made between *A.* of the one part and *B.* of the other, by which 'tis awarded, *That* A. *ſhall pay* 10 l. *to* B. *and* 5 l. *to a Stranger, and that* B. *ſhall give* A. *a General Releaſe*; the *Award* as to the 5 *l.* is void, but good for the reſidue. *Idem* 293.

An Award, *That one of the Parties ſhall be bound in an Obligation to the other*, is good enough; but not, *That he ſhall find Surety to enter into a Bond.* Id. 337.

And Note, That upon a Promiſe to perform an Award, *That the Defendant ſhall pay ſeveral Sums of Mony at ſeveral times*; an Action lies for the

first Sum, and new Actions for the other Sums, as often as they shall become due. *Sanders* 337.

4. *Bargain* and *Sale.*

The Effect of a *Bargain and Sale*, is to transfer the Property of the Land or Thing sold; and this it will as effectually do as any other kind of Conveyance whatsoever. *Co.* 8 94.

What things are grantable by *Bargain and Sale.*

All things for the most part, that are grantable by any other way from one Man to another, are grantable, and may be transferred by way of *Bargain and Sale* from one to another. And therefore Lands, Rents, Advowsons, Commons, Tythes, Profits of Courts, and the like, may be granted by way of *Bargain and Sale*, in Fee-simple, Fee-tail, for life or for years: And all manner of Goods, Chattels and Merchandizes, are grantable by *Bargain and Sale.* West. *Symb.* Tit. *Bargain and Sale.*

The Words.

The very words, *Bargain* and *Sell*, are not necessary to a good *Bargain and Sale*; for words equivalent will suffice to make Land pass by way of *Bargain and Sale.* And therefore if a Man seized of Land in Fee doth by Deed Indented, and by the words *Alien* or *Grant*, sell them to another. Or, if such a Man covenant to stand seized of his Land to the use of another, and these Deeds are made in Consideration of Mony, and the Deeds be afterward Inrolled, these will be good *Bargains and Sales.* 8 Co. 94. 7. 40.

Consideration.

There must be a good Consideration given, or at least said to be given for the Land. *Co.* 176.

It

It is requiſite, where any Freehold is to paſs of the Land, that the Deed be Inrolled; ſo provided by 27 *H.*8.*c.*16.

And this Inrolment upon ſuch a Deed muſt be: Inrolment.

1. In Parchment, for an Inrolment in Paper is not good.

2. The Deed Inrolled muſt be Indented, for if it be but Poll, the Eſtate will not paſs.

3. It muſt be before ſuch Officers, as by the Statute are authorized to take it.

4. The Deed muſt be Inrolled within 6 Months of the Purchaſe and Sale. *Co.*5.1.

6. *Chancery Proceedings.*

It will be needleſs to ſpeak here of this Head, but to peruſe the Proceedings and Preſidents themſelves, which will give you a Light into this Matter.

5. *Conditions Special.*

A *Condition* is generally, a Rule or Law annexed unto mens Acts, ſtaying and ſuſpending the ſame, and making it uncertain, whether they ſhall be or no: For a *Condition* is properly ſaid to be, when any thing is referrd to any uncertain Chance which may happen. *Weſt.Symb.lib.*2. *ſect.*110. Condition, what.

The words of a Condition are, *Sub Conditione*; *Ita quod*, *Si contingat*, *Proviſo ſemper*, and the like. Words.

But the words *To the Effect*, *With that intent*, *To pay*, *&c.* do not make a *Condition* in Feoffments and Grants, if it be not in the Caſe of the King, or in the Caſe of a Will. *Landl.and Ten.p.*34.

There

There are two manners of Conditions, one expreſſed by Words, and called a *Condition in Deed*; the other implyed by Law, and called a *Condition in Law.*

Condition in Deed.

A *Condition indeed*, or *Expreſs Condition*, is knit and annexed by expreſs words to the Leaſe or Grant: For Example, If J. make a Leaſe for years, reſerving Rent to be paid at ſuch a Feaſt, upon Condition, *That if the Leſſee fail of payment at the day, that then it ſhall be lawful for me to re-enter.*

Condition in Law.

A *Condition in Law*, or a *Condition implied*, is, when a man grants to one the Office to be Keeper of a Park, Steward, Bayliff, or ſuch like, for Term of Life; here the Law implieth a Condition, *That if he doth not truly and faithfully execute his Office, then it ſhall be lawful for the Grantor to diſcharge him thereof.* Co. Lit. 201, 325, 378. 8 Co. 43.

Note alſo, All *Conditions* are either precedent and going before the Eſtate, and are executed; or elſe they are ſubſequent and following after the Eſtate, and to be executed. *Vide ut ſupr.*

Condition precedent.

A *Condition precedent*, doth abſolutely gain and get the Thing or Eſtate made upon ſuch Condition by the performance of the ſame; as when an Eſtate is made to a man for Life, upon Condition, *That if the Leſſee for Life will pay to the Leſſor* 10 l. *at ſuch a day, then he ſhall have the Fee-ſimple.* Here the Condition precedes and goes before the Eſtate in Fee-ſimple, and upon the performance of the Condition, the Leſſee doth gain and get the Fee-ſimple, if Livery and Seizin were given. *Vide ut ſupr.*

Condition ſubſequent.

A *Condition ſubſequent*, doth keep and continue the Thing or Eſtate made upon Condition, by the performance thereof; as when one grants to *A. B.* his Manor of *D.* in Fee-ſimple, upon Condi-

Condition, *That the Grantee ſhall pay to him at ſuch a day* 40 l. *or elſe that his Eſtate ſhall ceaſe.* Here the Condition is ſubſequent and following the Eſtate in Fee-ſimple, and upon the performance thereof doth keep and continue the Eſtate. *Terms de Ley, verb. Condition.*

Alſo ſome Conditions are *Affirmative*, that conſiſt of doing; ſome are *Negative*, which conſiſt of not doing.

Some alſo are *Collateral*, ſome *Inherent*, ſome *Reſtrictive*, ſome *Compulſory*, ſome *Copulative*, and ſome *Disjunctive*.

Sometimes they intend to enlarge Eſtates, ſometimes to deſtroy, and ſometimes only to clog the Eſtate. *Co. Lit.* 201.

7. *Of a Defeazance.*

A *Defeazance* is a Condition relating to a Deed, as to an Obligation, Recognizance, Statute or the like, which being performed by the Obligor or Recognizor, the Act is diſabled and made void, as if it had never been done; which differeth from a *Condition* only in this, That a *Condition* is always made at the ſame time, and annexed to, or inſerted in the ſame Deed; but a *Defeazance* is always made in a Deed by it ſelf, and for the moſt part made after the Deed, whereunto it hath relation.

Defeazance, what.

How it differs from a Condition.

Note, That, Rents, Annuities, Conditions, Warrants, Covenants, and ſuch like, by the mutual Conſent of the parties, at the Creating them or any time after, may be annulled and defeated. And the Law is the ſame of Statutes, Recognizances, Obligations, and the like. *Co. Lit.* 236, 237. *Plow.* 137.

To

Requiſites to make a good Defeazance.

To make a good *Defeazance*, theſe things are requiſite:

1. That the *Defeazance* be made *eodem modo*, as the thing to be defeated is created: For if the Obligee by word only diſcharge the Obligor, or grant not to Sue him, this will not defeat the Obligation; it muſt be by Deed therefore as the former was.

2. That if it doth recite the Statute, or the Obligation, (as for the moſt part it doth) that it be done truly. For if a *Defeazance* be made of a Statute or an Obligation, which is recited to be made the 20*th* day of *June*, whereas it beareth date the 10*th* day of *June*, this *Defeazance* is void.

3. That it be made between the ſame perſons that were parties to the firſt Deed, &c.

4. That it be made after the making of the Recognizance, Obligation, &c. and not before.

5. That it be made of a thing defeazible *Bro. Defeaz.* 12. *Plow.* 393. *Br. Defeaz.* 3, 5, 6, 9 *Dyer* 315.

8. *Eccleſiaſtical Inſtruments.*

Theſe Inſtruments explain themſelves, and therefore need not be open'd in this place.

See the Preſidents.

9. *Of a Grant.*

Grant, what.

A *Grant*, ſignifieth permiſſion, ſufferance, leave, licenſe, yielding or giving over of a thing; but ſpecially taken, it ſignifieth (as is before obſerved) a Gift in Writing of ſuch things as cannot paſs by Word only without Writing,

Writing, as Rents, Reverſions, Services, Advowſons in groſs, Common in groſs, Tythes, &c. or made by ſuch perſons as cannot give but by Deed; as the King and all Bodies Politick; as Mayors and Commonalties, Deans, Chapters, &c. which differences are oftentimes neglected, and then it is taken generally to ſignifie every Gift whatſoever: And he that granteth or giveth, is termed the Grantor or Donor; and he to whom the Grant or Gift is made, the Grantee or Donee.

And Note, That Lands and Tenements, and ſuch things as naturally lye in *Grant*, cannot be transferred from one to another by bare *Grants* of the parties, without the Attornment and Agreement of others. Attornment.

A thing that cannot begin without a Deed, may not be granted without a Deed, and every thing that is not given by delivery of Hands muſt be paſſed by Deed.

The beſt way in *Grants*, is to Grant by words of preſent time in the Preſent Tenſe, as well as in the Preterperfect Tenſe. But a *Grant* by words of the Preterperfect Tenſe only, as by *Dedi & Conceſſi*, without words of the Preſent Tenſe, is good. Words.

In every good *Grant* or *Gift*, theſe things are requiſite: Requiſites in Gifts and Grants.

1. That there be a Grantor, Donor, &c. and that he be a perſon able to Grant, and not diſabled by a Legal or Natural impediment.

2. That there be a Grantee, Donee, &c. and that he be a perſon capable of the thing granted, and not diſabled to receive it.

3. That there be a thing granted, and that the thing be ſuch a thing as is grantable.

4. That

4. That it be granted in that Order and Manner as the Law requireth: As if it be by Deed, that the Deed hath apt words to describe and set forth the Person of the Grantor and Grantee, and Thing granted, &c. and that all necessary Circumstances, as Sealing and Delivery, and Livery of Seisin and Attornment, where it is needful, be observed.

5. That there be an Agreement to, and acceptance of the *Grant* or Thing granted by him to whom it is made; and for default in either of these Particulars a *Grant* may be void. *In acquirendo rerum dominio scilicet, quod donationes non valent licet sint inceptæ nisi sint perfectæ.* But if *Grants* be very Ancient, and the Things granted have been enjoyed according to the *Grant*, ever since the making of it; in this case the *Grant* may be good, notwithstanding some legal defect in some of these Particulars. *Co. Lit.* 73. *Plow.* 555. *Grant* 89.

Attornment. Note, There must be *Attornment* to Grants of Reversion, otherwise nothing passeth, except it be by Matter of *Record.*

Record.

10. *Joynture.*

Joynture, what. *Joynture* is, where the Husband (or some other Friend in his behalf) assureth unto his Wife, in respect of Marriage, Lands or Tenements, for Term of her Life.

It seemeth to be called a *Joynture*, either because it is granted *Ratione juncturæ in Matrimonio*, or because the Land in Frank-Marriage, is given joyntly to the Husband and the Wife, and after to the Heirs of their Bodies, whereby the Husband and Wife be made Joynt-tenants during the Coverture.

It

It is also used as the abstract of Joynt-tenants; and also used for joyning of one Bargain to another touching the self-same thing: And therefore *Joynture* in the first signification may be so called, in respect that it is a Bargain of Livelyhood for the Wife, adjoyned to the Contract of Marriage.

See *West. par.* 2. *Symb. lib.* 2. Tit. *Covenants, sect.* 128. *Co. lib.* 3. *fo.* 27. *b.*

Note, If a Woman have Joynture before Marriage, she cannot relinquish it and claim Dower.

If it be made during Marriage, she may enter into her Joynture presently.

If she enter or accept of it, she shall not be Endowed.

If she be expulsed of any part of her Joynture, she shall be endowed of the residue of her Husbands Lands. *Vid. Stat.* 27 *H.* 8.

A Joynture is many times made by Covenants to Uses, and by Fine, &c.

11. *Leases.*

Leases are divided either into Leases for years, or Leases for life. How divided.

Leases for Years, are either by Word or Parol, or else by Writing.

As to *Leases Parol*, it is not to the purpose to speak here, only to observe, That by the Statute of 29 *Car.* 2. for prevention of *Frauds* and *Perjuries*. Such *Leases Parol* are void, if they exceed three Years from the making; and if they do not exceed, yet two Third parts of the improved Value of the thing demised must be reserved to the Landlord. Lease Parol.

But

But it ſeems by that Statute, That if the ſubſtance of the Leaſe be put in Writing and Signed by the parties, (ſo making or creating the ſame) tho' not Sealed, or their lawful Agents, by Writing authorized, then they ſhall have the force and effect of Leaſes, otherwiſe only the force and effect of Leaſes or Eſtates at Will. *Vide Stat.* But no Covenant can then be brought on ſuch Writing.

Leaſes for Years, are generally made by Indenture, by words of *Demiſe*, *Grant* and *to Farm-let*, with ſuch Conditions and Covenants as the parties agree upon.

Requiſites to make a good Leaſe.

Note, Theſe things neceſſarily concur to the making of a good Leaſe:

1. As in other Grants, ſo in this there muſt be a *Leſſor*, and he muſt be a perſon able, and not reſtrained, to make that Leaſe.

2. There muſt be a *Leſſee*, and he muſt be capable of the thing demiſed, and not diſabled to receive it.

3. There muſt be a Thing demiſed, and ſuch a Thing as is demiſable.

4. If the Thing demiſed be not grantable without a Deed, then the Leaſe muſt be made by Deed. And there muſt be a ſufficient deſcription and ſetting forth of the Perſon of the Leſſor, Leſſee, and the Thing leaſed, and all neceſſary Circumſtances, as Sealing, Delivery, &c. required in other Grants, muſt be obſerved.

5. If it be a *Leaſe for Years*, it muſt have a certain Commencement, at leaſt then, when it comes to take effect in Intereſt or Poſſeſſion; and a certain Determination, either by an expreſs Enumeration of Years, or by a reference to a Certainty that is expreſt.

6. There

6. There must be all needful Ceremonies, as Sealing, Delivery, and the like.

7. There must be an acceptance of the things demised, and the Estate by the Lessee. But whether any Rent be reserved upon a *Lease for Life, Years* or at *Will*, or not, is not material; except only in the Cases of Leases made by Tenant in Tail, Husband and Wife, and Ecclesiastical Persons. 6 *Co.*34,35,36. *Co.Lit.*45,46. *Plow.*273,523.

Leases for Years, or Life, or at Will, may be made of any thing Corporeal or Incorporeal, that lieth in Livery or Grant: Also Leases for Years may be made of any Goods or Chattels. *Bro.Leas.*23.

Note, Lease for Years may begin at a day to come, as at *Christmas* next, or three or ten years after, or after the death of the Lessor, and it is as good as where it doth begin presently. But a Lease for Life of any thing whatsoever, whether it lye in Livery, or in Grant, if it be in *Esse* before, cannot begin at a day to come. *Co.Lit.*5.1.48. *Plow.*156,197.

12. *Letters of Attorney.*

The Nature and Effect of these, are sufficiently set forth in the Presidents themselves. *Vide* the Presidents.

13. *Mortgages.*

The Interpreter saith, That *Mortgage* in the Common Law signifieth, a *Pawn of Land* or *Tenement*, or any thing moveable, laid or bound for Mony borrowed, peremptorily to be the

Creditors for ever, if the Mony be not paid at the day agreed upon.

And the Creditor holding Land or Tenement upon this Bargain, is in the mean time called *Tenant in Mortgage.*

Glanvil, lib. 10. *cap.*6. ſaith, It is called *Mortgage*, or *Dead-gage*, becauſe whatſoever Profit it yieldeth, yet it redeemeth not it ſelf by yielding ſuch Profit, unleſs the whole Sum borrowed be likewiſe paid at the day. See *Weſt. Symb. par.*2. *ſect.*145.

Mortgages now are made ſeveral ways, as Leaſe for a long Term of years, Feoffments by Leaſe and Releaſe, Aſſignments, &c. In which Deed there is contained a Proviſo or Condition, *That if the Money be paid at the day, the Deed to ceaſe and be void.*

But Note, That till failure be made, the Mortgagor holds the Land; but if failure be made, and the Mortgagee enter into the Land, yet the Mortgagor has anEquity of Redemption, and may call the Mortgagee to an account for his receipt of the Profits.

Alſo the Mortgagee, if he be minded to bar the Equity of Redemption, may call the Mortgagor to an Account, either to pay what is due, or to be fore-cloſed of his Equity of Redemption, which the Court will order in ſome convenient time.

Likewiſe a Fine and Non-claim will bar an Equity of Redemption.

Yet upon the Mortgagors paying the Intereſt of the Mony, theſe Mortgages (many times) continue a long time, without diſturbing the Poſſeſſion or Parties.

14. *Releaſes.*

14. *Releaſes.*

Lands, Tenements and Hereditaments, may be given and transferred by way of *Releaſe*, and all Rights and Titles to Lands, may be given, barr'd and diſcharged by *Releaſe*, and ſo alſo may Rights and Titles to Goods and Chattels. The Effects thereof. Lands, &c.

Alſo all Actions Real, Perſonal and Mixt, may be given, diſcharged or extinguiſhed by *Releaſe*. *Co.Lit.*48,266,268,269.

Vide antea Leaſe *and* Releaſe.

Alſo Conditions annexed to Eſtates, Powers of Revocation of Uſes, Warranty, Covenants, Tenures, Services, Rents, Commons and other Profits to be taken out of Lands, may be diſcharged, extinguiſhed and determined by *Releaſe* to the Tenant of the Land, &c. *Vide Bro. Releaſe in tot.* Conditions, &c.

Alſo Debts, Legacies and other Duties, may be releaſed and diſcharged before or after they become due. Debts, &c.

And a Rent or Annuity may be Releaſed before the day of payment; and ſo alſo may a Debt due by Obligation.

Judgments, Executions, Recognizances, and the like, may by apt words be diſcharged by *Releaſe*.

If the Charge or Duty grow by Record, the Diſcharge and *Releaſe* thereof may be by Record alſo: And if it grow by Writing, the Diſcharge and *Releaſe* muſt be by Writing alſo. *Nihil eſt magis rationi conſentaneum, quam eodem modo quodque reſolvere quo conflatum eſt.* And therefore a Duty growing by a Verbal Agreement, Record.

may in ſome Caſes be releaſed by Word, without Writing: But regularly, Lands and Tenements cannot be given, nor Rights and Titles to Lands, and Actions be diſcharged by *Releaſe*, in Writing. *Vide Co.Lit.*274. *Perk.*467.

Requiſites to make a good Releaſe.

In every good *Releaſe* that tends to enure by way of Inlargement of Eſtate, theſe things following are required to make the *Releaſe* good:

1. He that doth make the *Releaſe*, muſt have ſuch an Eſtate in himſelf, as out of which ſuch an Eſtate may be derived and granted to the Releſſee, as intended by the *Releaſe*. *Dyer* 251.

2. He to whom the *Releaſe* is made, muſt have ſome Eſtate in Poſſeſſion, in Deed, or in Law, or in Reverſion in Deed, in his own or anothers Right of the Lands whereof the *Releaſe* is made, to be as a Foundation for the *Releaſe* to ſtand upon: For a *Releaſe* which muſt enure to enlarge an Eſtate, cannot work without a Poſſeſſion joyn'd with an Eſtate. *Co.Lit.*265, 270,273.

3. As in all *Releaſes* that enure by way of Increaſe or Paſſing an Eſtate, there muſt be ſome Eſtate in the Releſſor and the Releſſee; ſo there muſt be ſome Privity in Eſtate between them at the time of the *Releaſe* made: For an Eſtate without Privity is not ſufficient. *Co. Lit.* 296. *Lit.ſect.*461.

Words.

4. The fourth thing that is required in ſuch a *Releaſe*, are ſufficient Words in Law, not only to make a *Releaſe*, (which is required in all Releaſes;) but alſo to create and raiſe a New Eſtate. *Co.Lit.*22,73,201.

Note

Note therefore, That all *Releaſes* (of what kind ſoever) are commonly made by theſe Words, *Remiſiſſe, Relaxaſſe, & Quietum clamaſſe*, as being the moſt ancient and ſignificant Words to this purpoſe: And amongſt theſe the word [*Releaſe*] is the moſt effectual word, as that which doth include the other two, and as that which is the proper and peculiar word for this kind of Conveyance.

But there are other Words alſo by which a *Releaſe* may be made, as *Renunciare, Acquietare, &c.* And therefore it is held, That if one have Common in anothers Land, and he by Deed releaſe it to him thus: *Renuntio communiam meam, &c.* this is a good Releaſe. *Co. Lit.* 264. *Dyer* 307.

A *Releaſe* that doth enure by way of Paſſing away of an Eſtate, or Extinguiſhment, may be made upon Condition, or with a Defeazance, ſo as the Condition or Defeazance be contained in the *Releaſe*, or delivered at the ſame time with it: For no Defeazance made after, can avoid the force of a *Releaſe* made before. And yet a Releaſe may be delivered as an *Eſcrow*, and ſo the force of it may be ſuſpended for a time. Releaſe upon Condition, &c.

But a *Releaſe* of a Condition, may not be made upon a Condition: Nor may a *Releaſe* upon a Chattel be upon a Condition ſubſequent, but it may be upon a Condition precedent. And therefore if a man releaſe a Debt to another, upon Condition, That the Re-leſſor may have ſuch a Debt owing from a Third perſon to the Releſſee; this is a good Condition. *Co. Lit.* 274. 1 Co. 111. *Perk. ſect.* 718.

A *Releaſe* of all Actions may be made until a Time paſt; as until the *1ſt* of *March* laſt, or until the day of the date of the *Releaſe*; and this will diſcharge all Actions till then, and none after.

But a *Releaſe* cannot be made of a Right or Action for a part of an Eſtate, or for a Time only; as for one Year, or until *Chriſtmas* next, or the like: For a *Releaſe* of ſuch a thing for one Day, or for one Hour, is a Releaſe for ever. And yet a Man may releaſe his Right in part of the Land: And therefore if a man be diſſeiſed of two Acres, he may Releaſe his Right in one of them, and enter into the other Acre.

Alſo a *Releaſe* in the Nature of an Acquittance, may be of part of a Debt: And therefore if one be bound in an Obligation of Four hundred Pounds, to pay Two hundred Pounds at *Michaelmas*, and at *Chriſtmas* after the Obligee by his Deed releaſeth Three hundred Pounds, parcel of the ſaid Four hundred Pounds; this is a good *Releaſe* for ſo much and no more.

Vide Dyer 307. *Co. Lit.* 274. 1 *Co.* 111.

15. *Revocations.*

This Deed is only the Calling-back of a thing formerly granted, where a Power of *Revocation* is comprized in the former Deed.

Vide antea.

And ſee the ſeveral Preſidents.

16. *Settle-*

16. *Settlements.*

Theſe Deeds are ſo called, becauſe upon Marriages the Eſtate is uſually ſetled upon the Huſband for Life, Wife for Joynture, and to their Iſſue in Remainder, &c. with Leaſes therein to Truſtees for Terms of Years, to raiſe Daughters Portions for payment of Debts, with Leaſes for Lives for ſupporting Contingent Remainders, &c. and are made ſeveral ways, as is beforementioned.

See the Preſidents themſelves, which are of great Curioſity, and well Penned in theſe Matters.

17. *Surrender.*

Vide antea Surrender.

And Note, To make a Good *Surrender* in Deed of Lands, and to make them to paſs by ſuch a *Surrender*, theſe things are chiefly required:

1. That the Surrendror be a Perſon able to grant and make, and the Surrendree a Perſon capable and able to take and receive a Surrender, and that they both have ſuch Eſtates as are capable of a Surrender. And for this purpoſe,

2. That the Surrendror have an Eſtate in poſſeſſion of the thing ſurrendred at the time of the Surrender made, and not a bare right thereof only.

3. That the Surrender be to him that hath the next immediate Eſtate in Remainder or Reverſion; and that there be no Intervenient Eſtate coming between.

4. That there be a Privity of Eſtate between the Surrendror and Surrendree.

5. That the Surrendree have a higher and greater Eſtate in the thing Surrendred, than the Surrendror hath; ſo that the Eſtate of the Surrendror may be drowned therein.

6. That he have the Eſtate in his own Right, and not in the Right of his Wife, &c..

7. And that he be ſole ſeized of this Eſtate in Remainder or Reverſion, and not in Joyntenancy.

As for Example, Infants, Women Covert, Mad and Lunatick Men, and all ſuch like perſons as are diſabled to Grant, are diſabled to make a Surrender; and none but ſuch as may grant their Land, may ſurrender their Land.

Vid. Bro. Surrender in toto. Fitz. Surrender in tot. Co. Lit. 338.

18. *Wills.*

Vide antea Wills.

To this we have ſpoken ſomething before, with reference to the Statute 29 *Car.* 2. and therefore need add nothing further now.

But thoſe who have a mind to ſee more herein, looking into *Swinburn*'s Treatiſe of *Wills* and *Teſtaments*, and the *Orphan*'s *Legacies*, may there at large ſatisfie their Curioſities, and inſtruct themſelves of the Original and Nature of Laſt Wills and Teſtaments, both in the Civil and Common Law; the great Eſteem and Reſpect that even Heathens and the Unciviliz'd Part of the World hath at all times had to them, as well as Chriſtians.

As

As alſo in them you will ſee ſeveral Rules laid down for Expounding *Wills* and *Teſtaments*, with a large Collection of Caſes therein; as well out of the Old as Modern Reports of the Common Law, as Codes of the Civil and Canon Law; therefore will inſert nothing further here concerning them.

Having ſpoken to the ſeveral Deeds premiſed: It now remains to ſpeak of the Formal parts of Deeds, before we come to the Preſidents themſelves.

It is to be noted therefore, That in moſt of ſuch Deeds and Inſtruments as are before Treated of, there are to be obſerved Formal and Orderly Parts; *Viz.*

1. The Premiſſes.
2. The *Habendum.*
3. The *Reddendum.*
4. The Warranty.
5. The Conditions.
6. The Covenants.
7. The Concluſion.

1. *The Premiſſes.*

The Office whereof is rightly to ſet down the Name of the Feoffor, Grantor, Leſſor, &c. Feoffee, Grantee, Leſſee, &c. and to comprehend the Certainty of the Thing granted or leaſed. Premiſſes.

And herein (in ſome Deeds) there is alſo a Recital of ſome things; and in ſome Deeds, an Exception of ſome part of the thing granted before by the Deed.

2. *The*

2. *The Habendum.*

Habendum. The Office whereof is to Name again the Feoffee, Leſſee, &c. and to ſet forth what Eſtate he ſhall have, and for what time he ſhall hold the Thing given or granted.

3. *The Reddendum.*

Reddendum. Which reſerves ſome New thing to the Grantor, &c. and is uſually made by the Words:

Yielding.
Paying.
Doing.
Reſerving.
Finding, &c.

4. *The Warranty.*

Warranty. Which is a Covenant Real, annexed to Lands or Tenements, whereby a man and his Heirs are bound to warrant the ſame. *Co.Lit.*365.

There are two kind of Warranties.

Expreſs. 1. A *Warranty in Deed*, or an *Expreſs Warranty*; *i. e.* When a Fine or Feoffment by Deed is levied or made in Fee, or a Leaſe for Life is made by Deed, and hath an Expreſs Clauſe of *Warranty* contained in it; as when a Conuſor, Feoffor or Leſſor, doth Covenant to Warrant the Land to the Conuſee, Feoffee or Leſſee, which is in theſe Words: *Ego* H. Y. *& hæredes mei Warrantizabimus & imperpetuum defendemus*

R.G.

R.G. *& Hæredibus ſuis tenementa prædicta, contra omnes homines imperpetuum.*

2. A *Warranty in Law*, or an *Implied Warranty*; which is, when it is not expreſſed by the Party, but tacitly made and implied by the Law. *Co. Lit.*1,2,4,81,365. Implied.

The Fruit and Effect of *Warranty in Deed* is, That it doth always conclude and bar the Warrantor himſelf of the Land ſo Warranted for ever; ſo that all his preſent and future Rights that he hath or may have therein, are hereby extinct. *Co.Lit.*265,284,365,372. The Effect thereof.

The Words *Dedi & Conceſſi*, or *Dedi* only, in a Feoffment, when an Eſtate of Franktenement or Inheritance doth paſs by the Deed, make a good *Warranty*: But the Word *Conceſſi* only, doth not make ſuch a *Warranty*. *Co.* 383, 384.

But Note, That the Word *Warrantizo*, or *Warrant*, is the only apt and effectual word to make an *Expreſs Warranty*, or *Warranty in Deed*, and therefore this word only is uſed in Fines: And the Words, *Defendo* or *Acquieto*, albeit they be commonly uſed in Deeds, yet of themſelves, without the other, will not make a *Warranty*. *Lit.*Sect.733. *Co.*5,17,18.

5. *The Conditions.*

There are divers kinds of *Conditions*, as is before obſerved: For ſome are in *Deed*, or *Expreſs*, *i. e.* when the *Condition* is expreſſed by the party in Legal Terms and by Expreſs Words in Writing, or without Writing knit to the Eſtate; As if I enfeoff a man of Land, rendring Rent at a day on Condition, *That if it be not paid, it ſhall be lawful for me to re-enter.* Conditions.

Some

Some are in *Law*, or *Implied*; which relate not to this place.

And ſome of them are *Subſequent* and *Executory*, *i. e.* when the Eſtate is Executed, but the Continuance thereof dependeth upon the breach or performance of the *Condition*; As where a Leaſe is made for Years, on Condition, *That the Leſſee ſhall pay* 5 l. *to the Leſſor at* Chriſtmaſs, *or elſe his Leaſe ſhall be void*; and in this Caſe, by the performance of the *Condition*, the Eſtate is held and kept.

Some of them are in the *Affirmative*, *i. e.* that do conſiſt of *Doing*; as providing, *That the Leſſee ſhall pay the Rent, or pay* 20 l. *to the Leſſor, &c.*

And ſome in the *Negative*, *i.e.* that conſiſt of *Not doing*; as provided, *That the Leſſee ſhall not alien, &c.* (*cum multis aliis.*) Co. 201.

Conditions annexed to Eſtates, are ſometimes ſo placed and confounded amongſt *Covenants*, ſometimes ſo ambiguouſly Drawn, and at all times have in their Drawing ſo much affinity with *Limitations*, that it is hard to diſcern and diſtinguiſh them. Know therefore, That for the moſt part *Conditions* have Conditional Words in their Frontiſpiece, and do begin therewith; and that amongſt theſe words, there are three Words which are moſt proper, which in their own Nature do make the Eſtate Conditional, as *Proviſo*, *Ita quod*, *Sub Conditione*. *Co.* 2. *Co. Lit.* 204. 27 *H.* 8. 16. *Lit.* Sect. 328, 329, 330, 331. *Vide ante in* Condition.

Note, A *Condition* hath no proper place aſſigned it in a Deed; howbeit (for the moſt part) it is placed next after the *Habendum*, or next after the Reſervation of the Rent.

The

6. *The Covenants.*

A *Covenant*, is the Agreement or Conſent of two or more in Writing, Sealed and Delivered, whereby either or one of the Parties doth promiſe to other, that ſomething is done already, or ſhall be done afterwards. Covenants.

Note, as to the ſubſtance of a Covenant.

A *Covenant* to do any thing that for the Subſtance and Matter of it is Lawful, or not to do any thing that for the Matter of it is Unlawful, is good: As if the Grantor *Covenant*, That he is ſeized or poſſeſſed of a good Eſtate of and in the Thing he doth grant, and hath power to grant it: That the Grantee ſhall quietly enjoy it: That it is and ſhall be free from Incumbrances: That he will make further Aſſurance, if need be: That if the Grantee be evicted, he ſhall pay no Rent: That the Grantee ſhall pay Rent: That he ſhall diſcharge all Dues, and ſave and keep harmleſs the Grantor: That he ſhall not alien the thing granted; or if he do, That the Grantor ſhall have the firſt Refuſal thereof: That he ſhall do no Waſte: That he ſhall have Houſe-boot, Hay-boot, &c. That the Grantor or Grantee ſhall repair the Old Houſing, or build New: That he ſhall pay and diſcharge all Rents and Payments iſſuing out of the Land: That he ſhall not ſell Trees; or if he do, That he ſhall pay to the Grantor ſo much in Mony for every Tree: That if he ſell Under-wood he ſhall fence it: That he ſhall make an Eſtate of Land: That he ſhall be quit of Lawful Covenants.

of any Suit, Service or Payment: That he ſhall give ſufficient Security to *R. G.* for an Hundred Pound he doth owe him; And all theſe and the like *Covenants* are good.

Covenant Unlawful.

But if the Matter required to be, or not to be done by the *Covenant*, be for the Subſtance thereof Unlawful, then is the *Covenant* void, and doth not bind: And therefore if one Covenant to Kill, or Rob a man; or to break the Peace; or to Fore-ſtall Corn, or the like; this *Covenant* is void.

Vid. Weſt. Symb. Firſt Part *toto. Plow.* 302, 308. 27 *H.* 8. 16. *Dyer* 13, 251, 324, 353.

Nota, All *Covenants* are to be made on either ſide, according to every ſeveral Contract; as, *To ſave harmleſs, To be ſeized in Fee, &c. To have Power to Sell, &c.*

Words.

The Words of Covenants are, *Covenant, Grant, Promiſe and Agree*, expreſſing the thing agreed upon by apt Words.

7. *The Concluſion.*

Concluſion.

In cujus rei Teſtimonium; In witneſs whereof, &c.

This Clauſe is added as a preparatory Direction to the Sealing of the Deed: For Sealing is Eſſentially required to the perfection thereof, becauſe it doth plainly ſhew the parties Conſent to, and Approbation of what is therein contained.

Date.

And Note, That the *Date* of the Deed, which is the deſcription of the Time in which the Deed was made, either by the Year of the Lord, or the Year of the Princes Reign may be placed in the *Concluſion*, and is ſo moſt uſually in all *Deeds Poll*; but otherwiſe in *Deeds Indented.*

And

And here take Notice, That a Deed is good, although in the Close thereof, *In cujus rei Testimonium sigillum meum apposui*, be omitted; and albeit there be no mention made in the same, That the Deed was Sealed and Delivered, (so as in Truth it be duly Sealed and Delivered,) and the Sealing and Delivery can be proved.

Also a Deed is good, albeit it mention no time or place of Date, or making, or have a False Date, *i. e.* be Dated at one time and Delivered at another; and although it hath an Impossible Date, as the 30*th* of *February*, or the like: For Anciently (until the Time of *Ed.* 2. and *Ed.* 3.) the Deed had no Date, because the Law was then held to be, That if a Deed was Dated before the Time of Memory, it was not Pleadable except it were of Record; but it might have been given in Evidence. But he that doth plead such a Deed without any Date, or with such an Impossible Date, must set forth the Time when it was Delivered. *Co.* 2. 5. 8. *Dyer* 28. *Perk.* Sect. 120. *Co. Lit.* 6.

Further Observe, That to the Making of a good Deed, are required:

1. *Writing.*

First, Legible and Formal Writing, in Paper or Parchment, before Sealing and Delivery. But it may be Written in any Language, or in any Hand: And therefore it is held, That a Deed written in French or Latin, and in Text, Court or Roman-Hand, is as good as a Deed written in English and in a Secretary-Hand. *Perk.* Sect. 123, 125. *Co.* 225. Writing.

2. *Persons.*

2. *Perſons.*

Perſons. That the Perſon making it, be able to give, grant, make or do the Thing contained in it; and likewiſe, That the Perſon to whom it is made, be capable of the Thing to be given, granted, made or done thereby: For if it be made or done by or to any ſuch Perſons as are diſabled; As Infants, Aliens, Women Covert, Perſons attainted of Treaſon or Felony, Ideots, and ſuch like, it will be void in all or part. 11 *Co.* 73. *Plow.*555. *Perk.*Sect.1.19.

3. *Reading the Deed.*

Reading the Deed. That if the Party, that is to Seal the Deed, be a Blind or an Illiterate Man, and deſire to hear it Read, it is requiſite it ſhould be Read to him without any Variation: For if ſuch perſon Seal a Deed, and deſires to hear the Contents, and it be not done, though he doth Seal and Deliver it, this is no good Deed: Or if it be Read to him falſly, and otherwiſe than in truth it is, it will be void, at leaſt for ſo much as is Miſ-read, or Miſ-declared. *Co.*2.9.3. 14 *H.*8.26.

4. *Sealing.*

Sealing. That it be Sealed: For a Writing cannot be ſaid to be a Deed, if it be not Sealed; although it be Written and Delivered, it is but an *Eſcrow.*

Note therefore, That if a Deed be never ſo well Written before, and Delivered afterwards; yet if it be not Sealed between the Writing and Delivery,

Delivery, it is not a good Deed. *Perk.* Sect. 130, 131, 134.

5. *Delivery.*

That there be a Delivery of it: For though it be never ſo well Sealed and Written, yet is the Deed of no force, if not Delivered. *Co.* 2. 4, 5. *Perk. Sect.* 137. 9 *H.* 6. 37. Delivery.

A Deed may be Delivered to the party himſelf to whom it is made, or to any other, by ſufficient Authority from him. And it may be Delivered either abſolutely and poſitively to, or to the uſe of the Party: Or Conditionally, as an Eſcrow to another. *Dyer* 167. *Co. Lit.* 3, 5, 26, 36, 119. To whom.

Note, That the Delivery of a Deed as an *Eſcrow*, is ſaid to be where one doth Make and Seal a Deed and Deliver it unto a Stranger, until certain Conditions be performed, and then to be Delivered to him to whom the Deed is made, to take effect as his Deed that ſo Deliver'd it. And ſo a man may deliver a Deed, and ſuch a Delivery is good. As an Eſcrow.

But in this Caſe two Cautions muſt be regarded: Cautions.

1. That the Form of Words uſed in the Delivery of a Deed in this manner, be apt and proper.
2. That the Deed be Delivered to one that is a Stranger to it, and not to the Party himſelf to whom it is made.

The Words therefore that are uſed in the Delivery muſt be after this manner:

I Deliver this to you as an Eſcrow, *to Deliver to the Party as my Deed, upon Condition that he do deli-*

ver you 10 l. *for me*; Or, *Upon Condition that he doth Deliver up the Old Bond he hath of mine for the ſame Mony*: Or as the Caſe is.

So when the Conditions are performed, and the Deed is Delivered over, then the Deed ſhall take as much effect as if it was Delivered immediately to the Party to whom it is made. 19 *H.*8. *Kelw.*88. 14 *H.*8.22. *Perk.* Sect. 140, 141, 142, 143, 144.

6. *Good Foundation, &c.*

Good Foundation, &c.

That it have a good Foundation, and be to a good End: For albeit that a Deed have all the Qualities of a good Deed before required, *viz.* That it be well Made, Read, Sealed and Delivered; yet it may be Void, or at leaſt Voidable for other Cauſes, as when it is either unjuſtly gotten and obtained, or corruptly in purſuit and execution of ſome diſhonourable Agreement, or to a diſhoneſt end or purpoſe made. *Co.* 2. 9. *Perk.* Sect. 16. *Dyer* 143. 45 *E.* 3. 6.

And Laſtly, Due Ceremony; as Attornment, Livery of Seiſin, Inrolment, &c. (if the Caſe require it) muſt be done accordingly.

And thus (Courteous Reader) having given thee an Account of CONVEYANCING in General, as alſo of all manner of Deeds and Inſtruments therein uſed, with a particular Explanation of each of them, with their proper Nature and Effects; and an Account of the Formal and Orderly Parts of a Deed, and how and where each part is to be placed and inſerted in the Deed it ſelf: It now only remains, to give ſome Account of the Book it ſelf, and the Preſidents therein contained.

As

As to the Book it ſelf, none who hath the leaſt Knowledge in *Conveyancing* can deny the Uſefulneſs of it at this Time, when *Conveyancing* is ſo much improved and carried ſo far, that it is become almoſt another thing, than what it was in former Times, and arrived to ſuch a height and great perfection, That the Books of Preſidents of *Conveyancing* formerly Printed and uſed, are not any ways ſuitable to the preſent Age or the Way of Conveyancing now altogether in Eſteem; (Except the Book of *Conveyances* that goes under my Lord *Bridgman*'s Name) and therefore being ſuch a Deficiency, it was thought Adviſable to Print this Collection of Preſidents, (being firſt approved of by a late Reverend Judge) which was gathered together by an Ingenious and Careful Hand, with no ſmall Trouble and Charge, and which (without Vanity) may be ſaid to be the Beſt and moſt Perfect Book of this kind now Extant, and which is therefore heartily Recommended to the Gentlemen Profeſſors of the Common Law, who are only deſired to ſuſpend their Praiſes or Cenſures, till ſuch time as they have Peruſed and Read over the ſame, and then entirely ſubmit it to their great Judgments; who, I am confident, will find no cauſe to blame what is here Publiſhed to the World.

As to the *Preſidents* themſelves here Collected together; moſt of them, if not all, I do aſſure you, were Drawn or Peruſed by moſt of the greateſt Hands or Judgments of this preſent Age, the greateſt part of whom are now Living, and that upon great and emergent Occaſions; ſome to Continue the Name of Great Families, and that the Eſtate might go along with and ſupport the Honor; others to provide for younger Children, and to prevent Extravagant Perſons from making away

their Eſtate from their Poſterity; many of them Marriage Settlements, with extraordinary Proviſions and Limitations: All of them in General, upon your Peruſal, you will find of great weight, and very uſeful and fit for moſt Occaſions that may happen, and ſuch as may be relyed on with great Safety.

I ſhall not longer detain the Courteous Reader from the Book it ſelf, having already (I fear) too far treſpaſſed on your Patience: All I ſhall requeſt from you is, To Read over the Preſidents herein contained with Care, and a thorough Conſideration of each of them, and I then dare ſay, You will have the ſame Eſteem of them that I have, who truly (for my own part) muſt and will own, That ſince I firſt became Maſter of the Book it ſelf, I have found my ſelf not a little Improved in things of this Nature; and by Experience, That there is great Pleaſure as well as Profit in them, in making an extream Eaſineſs both in Underſtanding or Drawing any thing of the like kind; and which gave the firſt Conception of Publiſhing Them to the World: And that therefore You may receive the ſame Benefit by them, or ſomething of the like Nature which the Publiſher hath had, the Whole is once again earneſtly Recommended by him to Your ſerious Peruſal.

Vale.

THE

THE
Modern Conveyancer, &c.

Annuities.

A Special Grant of an Annuity by Leaſe to a Woman for Service done, to commence after Grantor's death, one moiety of it to ceaſe upon her Marriage, with a Clauſe, That if Grantor be minded at any time during his life to revoke his Grant, he may do it upon tender of Six pence.

THis Indenture made, &c. Between Dame, &c. J.C. of, &c. Widow, of the one part, and S.W. of D. in the County of G. Spinſter of the other part; Witneſſeth, That the ſaid J. C. as well for and in Conſideration of the true and faithful Service done and performed by the ſaid S. W. for the ſaid J. C. for ſeveral years laſt paſt; as alſo for divers other good Cauſes and Conſiderations him the ſaid J. C. thereunto eſpecially moving, hath upon and under the Proviſoes and Conditions hereafter in theſe preſents mentioned, demiſed, granted, ſet and to Farm let, and by theſe preſents doth demiſe, grant, ſet and to Farm let unto the ſaid S.W. and her Aſſigns, all that the moiety of the Mannor of S. in the County of G. afore-

Conſideration.

Grant.

ſaid, with the rights, members and appurtenances thereof, ſituate and lying in the Pariſhes of M. and S. or in one of them; and alſo the moiety of all thoſe four Meſſuages, one Water Corn-Mill in M. aforeſaid, and the Advowſon of the Church of S. aforeſaid, together with all Liberties, Franchiſes, Priviledges, Rents, Services, Hereditaments and Appurtenances whatſoever, to the ſaid premiſſes or any of them belonging, or in any wiſe appertaining, &c. To have and to hold the ſaid moiety of the ſaid Mannor and Premiſſes, with their appurtenances, unto the ſaid S. W. and her Aſſigns, immediately from and after the death of the ſaid J. C. unto the full end and term, and for and during the whole term of 60 years thence next enſuing, and fully to be compleat and ended, (if the ſaid S. W. ſhall ſo long live;) Yielding and paying therefore yearly, and every year during the ſaid term, unto the Heirs and Aſſigns of the ſaid J. the Rent or Sum of one Pepper Corn at the Feaſt of St. *Mich. the Archangel*, if it ſhall be lawfully demanded. Provided nevertheleſs, and it is fully and abſolutely agreed by and between the ſaid parties to theſe preſents, That if the Heirs and Aſſigns of her the ſaid J. C. do and ſhall yearly and every year, during the continuance of the Demiſe and Grant hereby made, (if the ſaid S. W. ſhall ſo long live, and remain, continue and be ſole and unmarried,) well and truly ſatisfie and pay, or cauſe to be paid unto the ſaid S. W. or her Aſſigns, the Annual Sum of 20 *l.* of lawful money of *England* at the four moſt uſual Feaſts in the year; that is to ſay, The Feaſt of, &c. by even and equal portions, the firſt payment to commence and to be made at the firſt of the ſaid Feaſt-days which ſhall firſt happen to come next after the death of the ſaid J. C. But if the ſaid S. W. ſhall happen

Reddend'.

Proviſo, The Grantor upon payment of yearly Sums to the Grantee, to hold the Land.

happen to be intermarried with any perſon before or at any time during the continuance of this Demiſe and Grant herein before made, that then the ſaid annual or yearly Sum of 20 *l.* ſhall ceaſe and determine; and that then and from thenceforth, during the continuance of the Demiſe and Grant aforeſaid, if the Heirs and Aſſigns of the ſaid J. C. ſhall yearly and every year, during the continuance of the ſaid Demiſe and Grant, pay unto her the ſaid S. W. and her Aſſigns, the only Annual Sum of 10 *l.* of lawful money of *England*, at the four Feaſt days aforeſaid proportionably, as aforeſaid, the firſt payment thereof to be made at the firſt of the ſaid Feaſt-days, happning after the ſaid Marriage of the ſaid S.W. and death of the ſaid J.C. then and ſo long as the before-mentioned payments upon the Proviſo and Agreement aforeſaid, are or ſhall be made and performed, or that every of the ſaid payments ſhall be made and performed within twenty days next after every of the ſaid Feaſt days, it ſhall and may be lawful to and for the Heirs and Aſſigns of her the ſaid J.C. and every of them, to hold and enjoy the ſaid herein before demiſed and granted premiſſes, and every part thereof, and the Rents, Iſſues and Profits thereof, to take and receive to their and every of their own proper uſes and behoofs; any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. Provided further, That if the ſaid J. C. ſhall at any time during her Natural life be minded or diſpoſed to revoke or make null this preſent Demiſe and Grant, that then and upon payment and tender of One ſhilling of lawful money of *England* by her the ſaid J. C. or any other for her by her appointment and in her life-time only, unto her the ſaid S. W. or in her abſence upon part of the

Proviſo of Revocation of the Grant.

aforeſaid demiſed premiſſes for her, and to the intent and purpoſe to annihilate and make void this preſent Demiſe and Grant, that then and from and after the ſame payment, or tender of payment, this preſent Demiſe and Grant, and every thing therein contained, to be utterly void, fruſtrate, and of none effect, to all intents, conſtructions and purpoſes whatſoever. In witneſs whereof the ſaid parties to theſe preſent Indentures have interchangably ſet their Hands and Seals the day and year firſt above written.

A Grant of an Annuity in performance of a Decree in Chancery, *by the Truſtees of the Eſtate of the Husband deceaſed, to his Widow, to charge the Lands only. By Sir* W. J.

Recital of the Decree.

THis Indenture, &c. Between A.S. of, &c. and J.N. of, &c. of the one part, and N.P. Widow and Relict of S.P. late of, &c. deceaſed, of the other part. Whereas in and by one Decretal Order or Decree made in the High Court of *Chancery* the day of by the Right Honourable Sir *O. B.* late Lord Keeper of the Great Seal of *England*, it was Ordered and Decreed, That the ſaid A. S. and J. N. Truſtees of the Eſtate of S. P. &c. deceaſed, ſhould before the 29*th* day of, &c. by good Conveyance in Law, convey and aſſure unto the ſaid N. P. one Annuity or Yearly Rent of, &c. for the term of her Natural life, to be iſſuing out of and chargeable upon the Lands and Hereditaments in the ſaid Decretal Order mentioned to be paid at two uſual Feaſts in the year, that is to ſay, at *Midſummer* and *Chriſtmaſs*, by equal portions, as in and by the ſaid Decretal Order, relation being thereunto had, may appear. Now this Indenture wit-

witneſſeth, That the ſaid A.S. and J.N. in purſuance and performance of the ſaid Decretal Order or Decree, have Granted and Confirmed, and by theſe preſents do Grant and Confirm unto the ſaid N P. and her Aſſigns, one Annuity or yearly Sum of, &c. of good and lawful Money of *England*, to be going and iſſuing out of and chargeable upon all that Farm, Meſſuages, Lands, Tenements, Woods and Hereditaments ſituate, lying and being in the Precinct or Territories of H. in the County of S. in the tenure or occupation of N. N. or his Aſſigns, and out of all other the Lands, Tenements and Hereditaments which were late the Lands, Tenements and Hereditaments of the ſaid S. P. in H. aforeſaid: To have, hold, perceive and enjoy the ſaid Annuity or yearly Rent of, &c. unto her the ſaid N. P. and her Aſſigns, for and during the term of her Natural life, to be iſſuing out of the Rents, Iſſues and Profits of the Meſſuages, Lands and Hereditaments above-mentioned, and to be paid to her the ſaid N. P. or her Aſſigns, at four Quarterly payments, that is to ſay, at the Feaſt of the Nativity of our Lord God, the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, the Feaſt of St. *John Baptiſt*, and the Feaſt of St. *Michael* the Archangel, by equal portions. And they the ſaid A.S. and J.N have put the ſaid N.P. in full and actual poſſeſſion and ſeiſin of the ſaid Annuity or yearly Rent, by the payment of 6 *d.* of lawful money of *England*, to her the ſaid N.P. at the time of the enſealing and delivery of theſe preſents, in the Name of Seiſin and Poſſeſſion thereof. And if it ſhall happen the ſaid Annuity or yearly Sum of, &c. or any part thereof to be behind and unpaid by the ſpace of 20 days next after any of the aforeſaid Feaſts or times of payment before-mentioned and appointed for

Grant.

Habendum.

Delivery of Seiſin.

Clauſe of Diſtreſs.

payment thereof, being lawfully demanded upon the ſaid premiſſes, that then and from thenceforth, and at all times thereafter, it ſhall and may be lawful to and for the ſaid N. P. and her Aſſigns, into the ſaid Meſſuages, Lands, Hereditaments and Premiſſes before in and by theſe preſents charged with the ſaid yearly Rent or Sum, and into every part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found, to lead, drive, take and carry away, and to impark and impound, and the ſame in Pound to detain and keep, until the ſaid Annuity or yearly Rent or Sum, and all Arrearages thereof (if any ſhall be) unto the ſaid N. P. or her Aſſigns ſhall be fully ſatisfied, contented and paid. Provided always, That neither this preſent Writing, nor any thing therein contained, doth or ſhall in any manner extend it ſelf to charge the perſons of the ſaid A. S. and J. N. or either of them, their or either of their Heirs or Aſſigns, by any Writ or Writs, Action or Actions of Annuity or otherwiſe. But it is hereby declared to be, and the true intent and meaning of the ſame is, to charge the ſaid Meſſuages, Lands and Hereditaments above-mentioned, with the ſaid Annuity or yearly Rent or Sum, and no otherwiſe, nor in any other manner. And the ſaid A. S. and J. N. for themſelves, their Heirs and Aſſigns, do Covenant, promiſe, grant and agree to and with the ſaid N. P. her Executors, Adminiſtrators and Aſſigns by theſe preſents, That it ſhall and may be lawful to and for her the ſaid N. P. and her Aſſigns, during the term of her Natural life, peaceably and quietly to receive, perceive, take and enjoy to her own uſe the ſaid Annuity or yearly Sum of, &c. at the reſpective Feaſts and times before-mentioned and limited, and in form as aforeſaid, without any lawful let, ſuit, eviction, moleſta-

Proviſo, not to charge the perſons of Grantors.

Covenant for quiet Enjoyment.

moleſtation, interruption, diſturbance or denial whatſoever, of them the ſaid A.S. and J. N. their Heirs or Aſſigns. And alſo, That they the ſaid A.S. and J. N. and the Heirs of the Survivor, ſhall and will at any time during the term or ſpace of five years, next enſuing the date of theſe preſents, (if the ſaid N. P. ſhall ſo long live) at the reaſonable requeſt, and coſts and charges of the ſaid N. P. or her Aſſigns, make, do, acknowledge, execute and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered, all and every ſuch further act and acts, thing and things, aſſurance and aſſuances in the Law whatſoever, for the further, better, more ſure and perfect granting and aſſuring of the ſaid Annuity or yearly Sum of, &c. unto her the ſaid N. P. and her Aſſigns, as by her or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required; ſo as no perſon for doing thereof be compellable to Travel above Ten Miles from the place of his reſpective abode or habitation. In witneſs, &c. Covenant for further Aſſurance.

A Grant of an Annuity with Proviſo, *That upon payment of ſuch an entire Sum at ſuch a time, the Annuity to ceaſe.*

THis Indenture made, &c. Between Sir J. B. of, &c. of the one part, and J. A. of, &c. of the other part, Witneſſeth, That the ſaid Sir J. B. for and in Conſideration of the full Sum of, &c. of lawful money of *England*, to him before the enſealing and delivery of theſe preſents by the ſaid J. A. well and truly ſatisfied, contented and paid, the receipt whereof he doth hereby acknowledge, and thereof, and of every part thereof, doth hereby acquit, exonerate and diſcharge the

The Grant.

ſaid J. A. his Executors and Adminiſtrators, Hath given, granted and confirmed, and by theſe preſents Doth give, grant and confirm unto the ſaid J. A. and his Aſſigns, one Annuity or yearly Rent of, &c. of lawful money of *England*, iſſuing and going out, and to iſſue and go out of all and ſingular the Meſſuages, Lands, Tenements, Meadows, Cloſes and Hereditaments, with their and every of their Appurtenances of him the ſaid Sir J. B. ſituate, lying and being in S. in the County of Y. or in the Fields, Precincts, Territories or known places of S. aforeſaid, by whatſoever name or names the ſame are called or known, and in whoſoever tenures, poſſeſſions or occupations the ſame or any part thereof now are in: To have and to hold, permit and enjoy the ſaid Annuity or yearly Rent of, &c. of lawful money of *England*, and every part and parcel thereof unto the ſaid J. A. his Executors and Aſſigns, for and during the term of years fully to be compleat and ended, the ſaid Annuity or yearly Rent to be paid at four Quarterly payments; that is to ſay, at the Feaſt of, &c. the firſt payment to be made upon the Feaſt-day of, &c. next enſuing the date hereof. And if it ſhall happen the ſaid Annuity or yearly Rent of, &c. or any part thereof to be behind or unpaid in part or in all, by the ſpace of 30 days, over or after any of the Feaſt-days whereon the ſame ought to be paid as aforeſaid, that then and from thenceforth it ſhall and may be lawful to and for the ſaid J. A. his Executors and Aſſigns, into the ſaid Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances, before by theſe preſents mentioned to be charged, and into every part and parcel thereof, to enter and diſtrain; and the Diſtreſs and Diſtreſſes then and there found, to take, carry, lead or

Habendum for years.

Clauſe of Diſtreſs.

or drive away and impound, and ſuch Diſtreſs and Diſtreſſes then and there found to detain and keep until the ſaid Annuity or yearly Rent, and every part thereof, and all the arrerages thereof (if any be) ſhall be fully ſatisfied and paid. And the ſaid Sir J.B. for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant, grant and agree to and with the ſaid J. A. his Executors and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid Sir J.B. at the time of the enſealing and delivery of theſe preſents, is lawfully and rightfully ſeized of a good, ſure, lawful and indefeazible Eſtate of Inheritance in Fee-ſimple, of and in all and ſingular the ſaid Meſſuages, Lands, Hereditaments and premiſſes free from all manner of former and other Charges, Engagements and Incumbrances whatſoever, which ſhall or may hinder or let the lawful taking and enjoying the ſaid Annuity or yearly Rent, or any part thereof: And that the ſaid Meſſuages, Lands, Hereditaments and Premiſſes herein mentioned to be charged, now are, and ſo at all times hereafter, during the ſaid term, ſhall remain, continue and be overt, ſufficient and liable to and for the Diſtreſs and Diſtreſſes of him the ſaid J. A. his Executors and Aſſigns, for the payment of the ſaid Annuity or yearly Rent before by theſe preſents mentioned to be granted, and every part thereof, and for the Arrerages thereof, from time to time, if any ſhall happen to be. Provided nevertheleſs, it is the true intent and meaning of theſe preſents, That if the ſaid Sir J. B. his Heirs or Aſſigns, do or ſhall well and truly ſatisfie, content and pay, or cauſe to be well and truly ſatisfied, contented and paid unto the ſaid J.A. his Executors or Aſſigns, the full ſum of, &c. of lawful money of *England* at one entire pay-

That Grantor is ſeiſed in Fee of premiſſes free from incumbrances.

Proviſo, to be void upon payment.

payment, in and upon the day of,&c. which ſhall be in the year of our Lord God, &c. then this preſent Deed, or Grant of Annuity to be fruſtrate, void and of none effect, to all intents and purpoſes: But if default of payment ſhall be made of the ſaid ſum of,&c.on the ſaid day of, &c. aforeſaid, then this preſent Deed or Grant, and every Clauſe therein contained to be, ſtand and remain in full force and virtue. In witneſs, &c.

An Indenture containing a Grant of a Rent-charge by the Father to his Sons Wife before Marriage, in recompence of her Joynture and Dower, iſſuing out of thoſe Lands which ſhould deſcend to the Son after the Father's death.

THis Indenture made,&c. Between J. H. the Elder of A. in the County of S. of the one part,and D. O. of K. in the County of L. of the other part; Witneſſeth, that whereas it is meant and intended by and between the ſaid parties to theſe preſents, That J. H. the younger Son and Heir apparent of the ſaid J. H. the Elder, ſhall marry and take to Wife the ſaid D. and that the ſaid D. ſhall likewiſe marry and take to Husband the ſaid J H. the younger. And to the intent that the ſaid D.ſhall after the death and deceaſe of the ſaid J.H. the younger, if ſhe ſhall happen to ſurvive him, be provided of a competent Portion to maintain her ſelf, and in lieu and recompence of her Joynture and Dower, of all the Lands, Tenements and Hereditaments whereof the ſaid J. H. the Younger ſhall hereafter happen to be ſeized during the Coverture between him and the ſaid D. whereof by the Laws of this Realm the ſaid D. is to be endowed after the death of the ſaid J. H. the younger; The ſaid J. H. the elder

elder hath given and granted, and by theſe preſents for him and his Heirs doth give and grant unto the ſaid D. one Annuity or yearly Rent-charge of, &c. of good and lawful money of *England*, to be iſſuing, going, and yearly payable unto the ſaid D. and her Aſſigns, from and immediately after the death and deceaſe of the ſaid J.H. the younger, out of all that the Mannor of A. with the Appurtenances, ſet, lying and being in L. in the County of S. And out of all Meſſuages, Lands, Tenements, Meadows, Leaſows, Paſtures, Feedings, Commons and Hereditaments to the ſaid Mannors belonging, or in any wiſe appertaining: To have, hold, perceive and enjoy the ſaid Annuity or yearly Rent of, &c. and every part thereof unto the ſaid D. O. and her Aſſigns, from, and immediately from and after the death and deceaſe of the ſaid J. H. the younger, for, by and during the Natural life of the ſaid D. O. the ſaid Annuity or Rent-charge to be paid unto the ſaid D. O. and her Aſſigns, at four moſt uſual Feaſts in the year, (that is to ſay) &c. the firſt payment of the ſaid Annuity or yearly Rent-charge to be made at the firſt of the ſaid Feaſts that ſhall next happen to be after the death and deceaſe of the ſaid J. H. the younger. And if it happen the ſaid Annuity or yearly Rent-charge of, &c. or any part or parcel thereof to be behind and unpaid after any of the ſaid Feaſts in which the ſame ought to be paid as aforeſaid, by the ſpace of Ten days; That then and ſo often the ſaid J.H. the elder, and his Heirs and Aſſigns, ſhall loſe and forfeit unto the ſaid D.O. and her Aſſigns the ſum of 3 *l.* of good and lawful money of *England*, for and in the name of a *Pain* or *Penalty*; and that then and at all times after, it ſhall and may be lawful to and for the ſaid D.O. and her Aſſigns, into the ſaid Mannor and

Grant.

Habendum.

A Penalty of 3 *l.* if the Rent be not paid within ten days after it is due.

and other the premiſſes aforeſaid, with the Appurtenances, or into any part or parcel thereof to enter and to diſtrain, as well for the ſaid Annuity or yearly Rent-charge, which ſhall happen to be behind and unpaid, as alſo for all and every ſum and ſums of Money to be loſt and forfeited for Non-payment of the ſaid Annuity or yearly Rent-charge, or any part or parcel thereof, for and in the name of a *Pain*, as aforeſaid: And the Diſtreſs and Diſtreſſes then and there found and taken, to lead, drive and carry away, and the ſame to detain and keep in her or their cuſtody and poſſeſſion, until that the ſaid D.O. or her Aſſigns ſhall be of the ſaid Annuity or yearly Rent, with Arrearages thereof (if any ſhall happen to be) and alſo of all and every ſum and ſums of Money to be loſt and forfeited, for and in the name of a *Pain*, for not paying of the ſaid Annuity or yearly Rent-charge, or of any part or parcel thereof, within the ſpace of Ten days next after any of the ſaid Feaſts fully ſatisfied, contented and paid. And the ſaid J.H. doth for himſelf, his Heirs, &c. Covenant, promiſe and grant, to and with the ſaid D.O. &c. That if the ſaid J. H. the younger ſhall happen to dye in the life-time of the ſaid J. H. the elder, having any Child or Children by him the ſaid J.H. the younger, of the Body of the ſaid D. begotten, then living, that then he the ſaid J. H. the elder ſhall and will at his own coſts and charges, during the life of the ſaid J.H. the elder, maintain and bring up the ſaid Child and Children, and every of them, and thereof, and of the charge thereof, ſhall and will acquit, exonerate and diſcharge the ſaid D. during the life-time of the ſaid J. H. the elder: And if both the ſaid J.H. the elder and J.H. the younger ſhall dye, leaving the ſaid D. and having any Child or Children by the

A Clauſe of Diſtreſs for the Annuity, as alſo for the *Nomine pœnæ*.

A Covenant, That if the Son dye leaving Children, his own Father ſhall keep them during life.

the ſaid J. H. the younger of the Body of the ſaid D. begotten, then alſo living at the time of the death of the ſaid J. H. the younger; Then for better maintenance and bringing up of the ſaid Child or Children after their deaths, the ſaid J. H. the elder doth by theſe preſents give and grant unto the ſaid D. O. one other Annuity or yearly Rent-charge of 10 *l.* of lawful money of *England*, to be iſſuing, going, and alſo yearly payable to the ſaid D. or her Aſſigns, out of all the ſaid Mannors of A. and out of all Meſſuages, Lands, Tenements and Hereditaments to the ſaid Mannor belonging, ſituate. (*ut ſupra*) &c. for, by and during the Natural life of the ſaid D. if ſhe the ſaid D. ſhall have any Child of her Body of the ſaid J. H. the younger begotten, ſo long living, the ſaid Annuity or yearly Rent of 10 *l.* to be yearly paid at the ſaid four moſt uſual Feaſts or Terms in the year, by equal portions; the firſt payment thereof to be made at the firſt of the ſaid Feaſts that ſhall next happen to be after the deaths and the deceaſes of the ſaid J. H. the elder and J. H. the younger. And if it happen the ſaid Annuity, &c. (*as is aforeſaid*, to Diſtrain, &c.) In Witneſs, &c.

A Covenant, That if both the Husband and the Father dye, leaving the young Widow any Child begotten by the Husband, then ſhe is to have 10 *l.* a year more out of the ſame Land.

A Security for the payment of an Annuity or Rent-charge for ſeven Years, by Aſſignment of two Terms for Lives, and a Term for Years, by way of Leaſe and Releaſe, with good Covenants: Very Judiceuſly drawn by Sir M.H.

The Leaſe or Bargain and Sale for a year.

THis Indenture made, &c. Between G. B. of, &c. in the County of, &c. and P. C. of W. in the County of D. Spinſter, one of the Daughters of the ſaid G. B. on the one part, and T. J. of A. in the County of S. and F. B. of, &c. on the other part, Witneſſeth, That the

Conſideration.

ſaid G. B. and P. C. for and in Conſideration of the ſum of, &c. of good and lawful money of *England* to them in hand paid by the ſaid T. J. and F. B. before the ſealing and delivery of theſe preſents, the receipt whereof they do hereby acknowledge, and thereof do acquit and diſcharge the ſaid T. J. and F. B. their Executors and Adminiſtrators by theſe preſents. And for other good Conſiderations them thereunto moving, Have granted, bargained and ſold, and by theſe preſents do, and each of them doth grant, bar-

Grant.

gain and ſell unto the ſaid T. J. and F. B. their Executors and Adminiſtrators, all thoſe, &c. with all and ſingular Leaſows, Paſtures, Feedings, Woods, Under-woods, Barns, Stables, Houſes, Out-houſes, Edifices, Buildings, Yards, Orchards, Gardens, Commons, Commodities and Appurtenances whatſoever, to the ſaid demiſed premiſſes belonging, or at any time heretofore held, occupied or enjoyed therewith. All which ſaid premiſſes are ſituate within the ſaid County of D. and alſo all thoſe demeſne Lands and Grounds of W. aforeſaid, in the ſaid County of D. ſometimes demiſed to P. N. with all and ſingular Lands, Meadows, Cloſes, Paſtures, Feedings, Commons, Common of Paſture,

Paſture, Grounds arable and not arable, Commodities, Profits, Emoluments and Appurtenances whatſoever to the ſame belonging or appertaining, now or late in the tenure or occupation of the ſaid P. C. her Aſſigns or Under-tenants; and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid premiſſes, and all yearly and other Rents and Profits reſerved upon any demiſe made of the ſame, or of any part or parcel of them. To have and to hold the ſaid, &c. and all and ſingular other the before mentioned premiſſes, with their and every of their Appurtenances, unto the ſaid T. J. and F. B. their Executors, Adminiſtrators and Aſſigns, from the day next before the date hereof, unto the full end and term of One whole year from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore the Rent of one Pepper Corn only on the Feaſt-day of St. *Michael* the Archangel, if it ſhall be demanded; To the intent and purpoſe, That they the ſaid T. J. and F. B. by virtue thereof, and by force of the Statute for Transferring of Uſes into poſſeſſion, may be Tenants in poſſeſſion of the premiſſes, and be thereby enabled to accept a Grant and Releaſe of the Freehold and Remainder of the ſame to them and their Heirs, to the uſes, and upon the *Proviſo* therein mentioned. In witneſs, &c. *Habendum.*

The Releaſe.

THis Indenture made, &c. Between G. A. of, &c. in the County of, &c. and P. C. of, &c. in the County of, &c. Spinſter, one of the Daughters of the ſaid G. B. on the one part, and T. J. of, &c. in the County of, &c. and F. B. of, &c. on the other part. Whereas R. J. deceaſed, by his

Recital of the Leaſes for three Lives to two.

Indenture bearing date the, &c. day of, &c. and made between him the ſaid R.J. on the one part, and P.C. the elder, late Wife of the ſaid G.B. deceaſed, and the ſaid P. C. party to theſe preſents on the other part, for the Conſideration therein mentioned, Did demiſe, grant and to Farm let unto the ſaid P. C. the elder, and the ſaid P. C. parties to theſe preſents, their Heirs and Aſſigns, All thoſe, &c. with all and ſingular Leaſows, Paſtures, Feedings, Woods, Under-woods, Barns, Stables, Houſes, Out-houſes, Edifices, Buildings, Yards, Orchards, Gardens, Commons, Commodities and Appurtenances whatſoever, to the ſaid demiſed Premiſſes belonging, or at any time then before held, occupied and enjoyed therewith. All which ſaid Premiſſes are ſituate within the County of, &c. and were late then before in the Tenure of E.C. and E. C. or their Aſſigns; To have and to hold all and ſingular the ſaid premiſſes, with their appurtenances whatſoever, unto the ſaid P.C. the elder, and P. C. parties to theſe preſents, their Heirs and Aſſigns, from the making of the ſaid Indenture, for and during the Natural lives of R.C. the elder, Gent. then Aged about 24 years, A.A. Gent. then Aged about 20 years, and the ſaid E. C. then Aged about 15 years, and the Life of the longeſt liver of them, under the ſeveral yearly Rents of, &c. and payable at the days and place in the ſaid Indentures particularly expreſſed, and ſubject unto the Covenants, Proviſoes, Conditions and Agreements therein alſo mentioned and declared, as in and by the ſame Indenture, relation being thereunto had, more at large may appear. And whereas the ſaid P. C. the elder is ſince dead, by whoſe death the whole Term and Eſtate of and in the ſaid premiſſes, by the ſaid recited Indenture granted, as aforeſaid, is now veſted in and come unto the ſaid P.C.

One dies.

P. C. party to these presents by Survivorship. And whereas also the said R. J. by his Indenture bearing date, &c. day of, &c. and made between him the said R. J. on the one part, and the said P. C. party to these presents on the other part, for the considerations therein mentioned, Did demise, grant, and to Farm let unto the said P. C. party to these presents, all those the demesne Lands, &c. with all and singular Lands, Meadows, Closes, Pastures, Feedings, Commons, Common of Pasture, Grounds arable and not arable, Commodities, Profits, Emoluments and Appurtenances whatsoever, to the same belonging or appertaining, late then before in the tenure or occupation of the said P. C. party to these presents, her Assigns or Under-tenants. To have and to hold all and singular the said demesne Lands, and other the premisses, with the appurtenances, unto the said P. C. party to these presents, her Heirs and Assigns, from the making of the said Indenture, for and during the Natural lives of the said P. N. E. his Wife, and R. C. the younger, and the life of the longest liver of them, under the yearly Rent of, &c. payable at the days and place in the said Indenture particularly mentioned; and subject to the several Covenants, Provisoes, Conditions and Agreements therein also expressed and declared, as in and by the said last recited Indenture, relation being thereunto had, more at large may appear. Now this Indenture witnesseth, That for and in Consideration of the sum of, &c. of good and lawful money of *England* to the said G. B. and P. C. party to these presents, well and truly in hand paid by the said T. J. and F. B. before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and thereof do acquit and discharge the said T. J. and F. B. their Executors

The other Lease to the Grantor for life.

Consideration.

cutors and Adminiſtrators by theſe preſents. And for other good Conſiderations them thereunto moving, they the ſaid G. B. and P. C. party to theſe preſents, Have granted, bargained, ſold, aliened, releaſed, aſſigned and ſet over, and by theſe preſents do, and either of them doth grant, bargain, ſell, alien, releaſe, aſſign and ſet over unto the ſaid T. J. and F. B.) in their actual poſſeſſion now being, by virtue of a Bargain and Sale to them thereof made for one year by Indenture bearing date the day before the date hereof, and by force of the Statute for Tranſferring of Uſes into poſſeſſion) and to their Heirs, all thoſe the before-mentioned, &c. and all and ſingular the Lands, Tenements and Hereditaments whatſoever, in and by the ſaid two ſeveral in part recited Indentures, or either of them reſpectively, mentioned to be granted to the ſaid P.C. party to theſe preſents; and the Reverſion and Reverſions, Remainder and Remainders of the ſaid premiſſes, and of every of them, and all yearly and other Rents and Profits whatſoever, reſerved upon any Demiſe made of the ſaid premiſſes, or of any part or parcel of the ſame; and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of them the ſaid G. B. and P. C. or of either of them reſpectively, in and to the ſaid premiſſes, or any part or parcel of the ſame, by force and virtue of the ſaid recited Indentures, or either of them reſpectively, or otherwiſe howſoever, together with the ſaid ſeveral Indentures. To have and to hold the ſaid, &c. and all and ſingular other the premiſſes in and by the ſaid firſt in part recited Indenture, mentioned to be demiſed and granted, and every part and parcel of the ſame, with their and every of their Appurtenances unto the ſaid T. J. and F. B. their Heirs and Aſſigns,

Grant.

Habendum, as to the firſt Leaſe.

Aſſigns, unto the only uſe of them the ſaid T.J. and F.B. their Heirs and Aſſigns, for and during the Natural lives of the ſaid R C. the elder, A.A. and E. C. and the Life of the longeſt liver of them: To have and to hold the ſaid, &c. and all and ſingular other the premiſſes, in and by the ſaid ſecond in part recited Indenture, mentioned to be demiſed and granted, with their and every of their Appurtenances, unto the ſaid T. J. and F.B. their Heirs and Aſſigns, for and during the Natural lives of the ſaid P. N. E. his Wife, and R.C. the younger, and the Life of the longeſt liver of them, together with the ſame ſeveral in parts recited Indentures, under the ſeveral yearly Rents, and ſubject to the reſpective Covenants, Proviſoes, Conditions and Agreements in and upon the ſame two ſeveral in part recited Indentures reſpectively mentioned and reſerved. And whereas likewiſe the ſaid R.J. by one other Indenture bearing date the, &c. day of, &c. and made between him the ſaid R.J. of the one part, and the ſaid P. C. party to theſe preſents on the other part, for the Conſiderations therein mentioned, Did demiſe, grant, and to Farm let unto the ſaid P. C. party to theſe preſents, her Executors, Adminiſtrators and Aſſigns, all that, &c. with all and ſingular Paſtures, Feedings, Barns, Orchards, Stables, Out-houſes, Edifices, Buildings, Yards, Gardens, Commons, Commodities, Profits, Ways, Paths, Paſſages, Eaſments, Emoluments and Hereditaments whatſoever, to the premiſſes, or any part thereof belonging or in any wiſe appertaining, or reputed, occupied or enjoyed as part or parcel thereof; which ſaid demiſed Premiſſes are ſituate, lying and being within the County of D. aforeſaid; Excepting and always reſerving out of the ſaid Indenture of Leaſe, all Woods, and Under-woods, within and growing upon the

To the Grantees and their Heirs during their Lives.

Habendum, as to the ſecond Leaſe.

Reciral of the Leaſe for years.

ſaid demiſed premiſſes, and all Mines of Coal and Lead within the ſame: To have and to hold, occupy and enjoy the ſaid, &c. and all and ſingular other the premiſſes (except before excepted) unto the ſaid P.C. party to theſe preſents, her Executors, Adminiſtrators and Aſſigns, from the making, ſealing and delivery of the ſaid Indenture, unto the full end, and for and during the term of 21 years, under the yearly Rent of, &c. payable at the days and place in the ſaid Indenture particularly mentioned, and ſubject to the ſeveral Covenants, Proviſoes, Conditions and Agreements therein alſo expreſſed, as in and by the ſaid laſt mentioned Indenture, relation being thereunto had, more at large may appear. Now this Indenture further witneſſeth, That they the ſaid G.B. and P.C. party to theſe preſents, for the Conſiderations aforeſaid, Have granted, bargained, ſold, aſſigned and ſet-over, and by theſe preſents do, and either of them doth grant, bargain, ſell, aſſign and ſet-over unto the ſaid T.J. and F.B. their Executors and Adminiſtrators, all that the ſaid, &c. and all and ſingular other the premiſſes in the ſaid laſt in part recited Indenture mentioned, and intended to be thereby demiſed and granted, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term for years, claim and demand whatſoever of them the ſaid G.B. or P.C. party to theſe preſents, or either of them reſpectively in and to the ſame, by force and virtue of the ſaid laſt in part recited Indenture, or otherwiſe howſoever, together with the ſame Deed; To have and to hold the ſaid, &c. and all and ſingular other the premiſſes, with their Appurtenances, (except as therein is excepted) together alſo with the ſaid Indenture to the ſaid T.J. and F.B. their Executors and Adminiſtrators from henceforth, for

Aſſignment of the Term for years.

Habendum.

for and during all the reſidue of the ſaid Term for 21 years yet to come and unexpired, under the yearly Rent, Covenants and Agreements in the ſaid Indenture mentioned and reſerved. Provided always and upon Condition, That if they the ſaid G.B. and P. C. party to theſe preſents, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid T.J. and F.B. their Executors, Adminiſtrators or Aſſigns, the yearly Sum of, &c. of good and lawful money of *England* yearly, and every year, for and during the term or time of 7 years, to be accounted from the Feaſt of *Pentecoſt*, next enſuing after the date of theſe preſents, the ſame to be paid at two Feaſts or days of payment in the year; that is to ſay, the Feaſt of St. *Martin* the Biſhop, in Winter, and the Feaſt of *Pentecoſt*, commonly called *Whitſontide*, by equal portions; the firſt payment to begin and be made on the Feaſt of St. *Martin* the Biſhop, in Winter, next enſuing after the date of theſe preſents, and the laſt payment to be made on the Feaſt of *Pentecoſt*, which ſhall be in the year of our Lord, &c. And the ſaid payments to be made at, or in the Common Dining-Hall of the *Middle-Temple, London*, without any defalcation or abatement to be made out of the ſaid yearly payments, or any of them, for or by reaſon of any Taxes, Charges, Aſſeſſments impoſed or charged, or to be impoſed or charged upon the ſaid premiſſes, or any of them, or upon the ſaid G.B. and P. C. their Heirs, Executors or Aſſigns, by reaſon of the ſaid premiſſes, or any of them, by Authority of Parliament, or by any other Authority or Authorities whatſoever, or for any other cauſe, matter or thing whatſoever, Then and from thenceforth this Indenture, and the

Proviſo on payment of an yearly ſum for ſeven years, then the ſeveral Grants and Aſſignments to be void.

ſeveral and reſpective Aſſignments hereby made of the ſeveral and reſpective Eſtates, and every of them ſhall be utterly void and of none effect, this Indenture, or any clauſe, matter or thing therein contained to the contrary in any wiſe notwithſtanding. And the ſaid G. B. and P. C. party to theſe preſents, for themſelves and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do joyntly and ſeverally Covenant and grant, to and with the ſaid T. J. and F. B. their Heirs, Executors, Adminiſtrators and Aſſigns, by theſe preſents, that they the ſaid G. B. and P. C. party to theſe preſents, or one of them, their, or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid T. J. and F. B. their Executors and Adminiſtrators, for and during the ſaid term or time of Seven years beforementioned, the ſaid yearly Sum of, &c. and every part thereof, at the days and place, and in ſuch proportions as in the Proviſo or Covenant beforementioned is limited and expreſſed for payment of the ſame, without any deduction or abatement out of the ſaid yearly Sum, or any part thereof, for Taxes, Charges, Aſſeſſments, or for any other cauſe, matter or thing whatſoever, according to the true intent and meaning of the ſaid Proviſo or Covenant, and in diſcharge thereof without fraud or covin. And that the ſaid ſeveral and reſpective Eſtates and Terms hereby mentioned to be aſſigned, as well thoſe for and during the Natural lives of the ſeveral perſons in the ſame recited Indentures particularly named, as alſo the ſaid third and laſt in part recited Indenture, during the reſidue of the Term for years therein expreſſed yet to come and unexpired, now are good and effectual Leaſes and Eſtates in Law not forfeited, ſurrendred or other-

Covenant for payment according to Proviſo.

That the reſpective Leaſes are good in Law.

otherwiſe avoided. And that they the ſaid G.B. and P.C. party to theſe preſents, have, or one of them hath good right, full power and authority, to aſſign and transfer the ſeveral premiſſes, and every part thereof in manner aforeſaid, according to the true intent and meaning of theſe preſents. And alſo, That if any default ſhall happen to be made in payment of the ſaid Sum of, &c. yearly, or of any part thereof, contrary to the Tenor of the above-mentioned Proviſo or Covenant in that behalf, that then and from thenceforth they the ſaid T. J. and F.B. their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and may hold and enjoy the ſaid, &c. and all and ſingular other the premiſſes before-mentioned, and intended to be hereby aſſigned, with their and every of their Appurtenances, and take the Rents and Profits thereof, during the continuance of the before-mentioned reſpective Eſtates and Term of and in the ſame, without the leaſt trouble or diſturbance of the ſaid G.B. and P.C. party to theſe preſents, or of either of them reſpectively, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, freed and diſcharged of and from all Incumbrances whatſoever, (the ſeveral Rents reſerved on the ſaid reſpective Leaſes, only excepted or foreprized.) And further, That if any default ſhall happen to be made in payment of the ſaid, &c. or of any part or parcel thereof, contrary to the Tenor of the ſaid Proviſo or Covenant in that behalf, that then and from thenceforth they the ſaid G. B. and P. C. parties to theſe preſents, and all perſon and perſons claiming the ſaid premiſſes, or any Eſtate, Right, Title or Intereſt in or to the ſame, ſhall and will from time to time, and at all times hereafter, during the continuance

That Grantors, or one of them, hath good right to grant.

After default of payment, Grantees to enjoy, &c. free from Incumbrances, (the ſeveral Rents excepted.)

And Grantors, and all perſons claiming, &c. to make further aſſurance after default.

tinuance of the ſaid ſeveral Eſtates and Term of and in the ſame, upon requeſt, and at the coſts and charges of the ſaid T. J. and F. B. their Heirs, Executors, Adminiſtrators or Aſſigns, make and execute or cauſe and procure to be made and executed ſuch further and other lawful and reaſonable Act and Acts, Conveyances and Aſſurances in the Law whatſoever, for the better and more perfect and abſolute conveying and aſſuring of the ſaid, &c. Lands and Premiſſes diſcharged of the ſaid Proviſo or Covenant, as by the ſaid T. J. and F. B. their Executors, Adminiſtrators or Aſſigns, or by their or any of their Counſel learned ſhall be reaſonably adviſed or required. And it is declared, concluded and agreed by and between all the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid G. B. and P. C. parties to theſe preſents, their Heirs or Aſſigns, To hold and enjoy the ſaid premiſſes, and take the Rents and Profits thereof, until default in payment of the ſaid, &c. yearly, or of ſome part thereof, contrary to the Tenor of the above mentioned Proviſo or Covenant in that behalf, without the let, trouble or diſturbance of the ſaid T. J. and F. B. their Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons claiming, or to claim from, by or under them, either or any of them, and without any Account to them, either or any of them to be had or given for the ſame. And alſo that from and after the full payment or ſatisfaction made of the ſaid ſeveral Sums of, &c. in the ſaid Proviſo mentioned, unto them the ſaid T. J. and F. B. their Executors, Adminiſtrators or Aſſigns, according to the true intent and meaning of the ſaid Proviſo, they the ſaid T. J. and F. B. or the Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall

'Till default of payment, Grantors to enjoy, &c.

After all the payments made, Grantees to re-deliver Writings and transfer the Eſtate, &c.

ſhall and will yield up and deliver unto the ſaid P.C. her Heirs, Executors or Adminiſtrators, (demanding the ſame) the ſaid before in part mentioned Indentures of Leaſe, and every of them, and alſo that part of theſe preſents which is under the Hand and Seal of the ſaid G. B. and P. C. to be Cancelled, and ſhall and will do all other lawful and reaſonable acts for the Aſſigning or Transferring of the ſaid Eſtates and Terms, as by Counſel learned in the Law ſhall be reaſonably adviſed or required; the other part of theſe preſents, which is under the Hand and Seal of the ſaid T. J. and F. B. being at the ſame time reſtored and given back to them, their Executors, Adminiſtrators or Aſſigns, to be Cancelled. And the ſaid G. B. and P. C. for themſelves, and either of them, their and either of their Heirs, Executors and Adminiſtrators, do joyntly and ſeverally Covenant and grant, to and with the ſaid T. J. and F. B. their Executors and Adminiſtrators by theſe preſents, That they the ſaid G. B. and P. C. or one of them, their or one of their Heirs, Executors or Adminiſtrators, for and during all ſuch time as they or either of them, their or either of their Heirs or Aſſigns, ſhall be permitted to hold and enjoy the ſaid Premiſſes, and receive the Rents and Profits of the ſame, according to the Agreement before-mentioned, and until the ſaid T. J. and F. B. or the Survivor of them, his Heirs, Executors or Aſſigns, ſhall be in actual ſeiſin and poſſeſſion of the ſaid Premiſſes, by force and virtue of this preſent Indenture of Aſſignment, ſhall and will well and truly ſatisfie and pay all the Rents reſerved upon the ſaid reſpective Leaſes, or any of them, unto the ſaid R. J. and ſhall and will alſo well and truly do and perform all the Covenants and Agreements in the ſaid

Grantors to pay and perform Rents and Covenants in the Original Leaſes, till default of payment.

ſaid Indenture of Leaſe, or any of them ſpecified, expreſſed or contained; and of and from the ſame, and all Suits, Actions, loſs and damage whatſoever, for or by reaſon of the breach or non-performance of the ſame, or any of them, ſhall and will ſave and keep harmleſs the ſaid T. J. and F. B. and either of them, their and either of their Heirs, Executors and Adminiſtrators, and every of them by theſe preſents.

Grantees after after death of any of the Lives, to renew and be allowed what they expend about it,

And laſtly, It is further Covenanted, concluded and agreed by and between the ſaid parties; and the ſaid G. B. and P. C. parties to theſe preſents, joyntly and ſeverally for themſelves, their Heirs, Executors and Adminiſtrators do Covenant and grant, to and with the ſaid T. J. and F. B. their Heirs, Executors, Adminiſtrators and Aſſigns by theſe preſents, That if at any time hereafter there ſhall be occaſioned, for or by reaſon of the death or deaths of any the ſaid ſeveral perſon or perſons for whoſe Lives the ſaid ſeveral Eſtates, in and by the ſaid two firſt in part recited Indentures intended to be hereby aſſigned, were originally granted, or for any other juſt or reaſonable cauſe whatſoever, to take a new Leaſe or Leaſes of the Ground, Lands and premiſſes in the ſame Indentures reſpectively mentioned, and intended to be thereby Leaſed, or of any of them, from the ſaid R. J. That then it ſhall and may be lawful to and for the ſaid T. J. and F. B. their Heirs or Aſſigns, by the conſent and agreement of the ſaid G. B. and P. C. parties to theſe preſents, their Heirs or Aſſigns, to fill up ſuch Leaſe or Leaſes ſo to be taken for three Lives, or renew the ſame for 21 years, ſubject nevertheleſs to the Proviſo or Covenant before mentioned: And that they the ſaid T. J. and F. B. their Heirs or Aſſigns, out of the profits of the ſaid premiſſes

(over

(over and beſides the ſaid ſums of, &c. yearly for 7 years ſo to be paid as aforeſaid,) ſhall be paid and have allowance of, and for all ſuch ſum and ſums of Mony as by the ſaid T. J. and F. B. their Heirs or Aſſigns, ſhall be expended or laid out for, or by reaſon of the ſame Indentures, &c.

A Grant of an Annuity to a Man and his Wife during their Lives, and the Life of Survivor, by Demiſe or Grant of Lands for 99 years, with Proviſo, &c.

THis Indenture made, &c. Between W. W. of, &c. of the one part, and J. S. of, &c. and E. his Wife of the other part Witneſſeth, That for and in conſideration of the Sum of, &c. Conſiderations. of lawful Mony of *England*, to him the ſaid W. W. in hand paid by the ſaid I. S. before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby acknowledge, and thereof, and of every part thereof doth Acquit and Diſcharge the ſaid J. S. his Executors and Adminiſtrators, and for good conſiderations him thereunto moveing: He the ſaid W. W. hath, Grant. Demiſed, Granted, Bargained, Sold and to Farm Let, and by theſe Preſents doth Demiſe, Grant, Bargain, Sell, and to Farm Let unto the ſaid J. S. and E. his Wife all, &c. and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Premiſſes, and all yearly and other Rents and Profits reſerved upon any Demiſed, or Grant of the ſaid Premiſſes, or any of them, To Have and to Hold the ſaid Meſſuages, Lands, *Habendum.* Hereditaments and Premiſſes with their and everyof their appurtenances unto them the ſaid J. S. and E. and the Survivor of them, his or her Executors, Adminiſtrators and Aſſigns, for and during

ing the Term of 99 years, from henceforth next enſuing, and fully to be compleat and ended, without Impeachment of, or for any manner of Waſt: Yielding and Paying therefore yearly during the ſaid Term, the Rent of one Pepper Corn only, at the Feaſt of St. *Michael* the Archangel, if it ſhall be lawfully demanded; Provided always, and upon Condition, that if the ſaid W.W. his Heirs, Executors, Adminiſtrators, or any of them (for and during ſo many years of the ſaid Term, as the ſaid J. S. and E. his Wife, or the Survivor of them ſhall happen to live,) ſhall yearly pay, or cauſe to be paid unto the ſaid J. S. and E. his Wife, and the Survivor of them, his, her, or their Aſſigns the yearly Rent or Sum of, &c. of lawful Mony of *England*, at 2 Feaſts or days of payment in the year, (That is to ſay,) the Feaſt of, &c. or within 20 days after either of the ſaid Feaſts by equal portions; the firſt payment to begin, and be made on the Feaſt-day of, &c. next enſuing the Date of theſe preſents: The ſaid half yearly payments to be made in the common Dining Hall of *Grays-Inn*, in the County of *Middleſex*, without any Deductions or Abatements for any Taxes, Charges, Aſſeſſments, or other matter or cauſe whatſoever, That then this preſent Indenture and the Eſtate hereby made ſhall ceaſe, determin and be void, any thing herein before contained to the contrary notwithſtanding. And the ſaid W. W. for himſelf his Heirs, Executors and Adminiſtrators doth Covenant and Grant to and with the ſaid J. S. and E. his Wife, and the Survivor of them, his or her Executors, or Adminiſtrators by theſe preſents, That he the ſaid W. W. his Heirs, Executors and Adminiſtrators or ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid J. S. and E. his Wife,

Without Impeachment of Waſt.

Reddend.

Proviſo, That upon payment of a ſum yearly to Husband and Wife and Survivor, for ſo many years of the Term as they ſhall live, Eſtate to ceaſe.

Covenant for payment according to *Proviſo*.

Wife, and the Survivor of them, or his, her or their Aſſigns (for and during ſo many years of the ſaid Term of 99 years, as the ſaid J. S. and E. and the Survivor of them ſhall happen to live) the ſaid yearly Rent or Sum of, &c. at the days and place in the Proviſo before mentioned, limited and appointed for payment of the ſame, without making any Defalcation or Abatement out of the ſaid yearly Sums, or any of them for Taxes, Charges, Aſſeſſments or for other cauſe or thing whatſoever, according to the true intent and meaning of the ſaid Proviſo, and in diſcharge thereof without Fraud or Covin: And alſo, that he the ſaid W.W. now is and ſtandeth lawfully and abſolutely ſeized of, and in the ſaid Meſſuages, Lands, Hereditaments and Premiſſes before mentioned, and intended to be hereby Demiſed, of a perfect, abſolute and indefeazible Eſtate of Inheritance in Fee-ſimple, without any Condition, Truſt, power of Revocation and Limitation of any uſe or uſes, or other matter or thing to alter, defeat or incumber the ſame, (one yearly Rent of, &c. above all Taxes and Reprizes iſſuing out of, and chargeable upon the ſaid Premiſſes to R. J. of, &c. during his Life only excepted.) And that he now hath good right, full power and authority to Grant and Demiſe the ſame in manner aforeſaid, according to the true intent and meaning of theſe preſents: And alſo, that if any default ſhall happen to be made in payment of the ſaid yearly Rent, or any part thereof, contrary to the Tenor of the aboveſaid Proviſo in that behalf; that then and from thenceforth it ſhall and may be lawful to, and for the ſaid J. S. and E. and the Survivor of them, his, her, or their Aſſigns to hold and enjoy the ſaid Premiſſes during the reſidue of the Term hereby granted, without the

That Grantor is ſeized of a clear Eſtate in Fee, &c.

And hath good right to grant.

After default of payment, Grantees to enjoy the premiſſes diſcharged of all Incumbrances.

the let or disturbance of the said W. W. or of any other person or persons whatsoever, freed and discharged of, and from all Incumbrances whatsoever committed done or suffered, &c. (the aforesaid yearly Rent of, &c. only excepted.) And lastly, It is declared, concluded and agreed by and between all and every the said Parties to these presents, That it shall and may be lawful to and for the said W. W. his Heirs and Assigns, peaceably and quietly to hold and enjoy the said Premisses, and to receive the Rents, Issues and Profits thereof, and of every part thereof, until breach of the Proviso before mentioned, without the let, suite, molestation and disturbance of the said J. S. and E. or the Survivor of them, his, her, or their Assigns or any of them, and without any account to him or them to be had, made or given, for, touching or concerning the same, or any part or parcel thereof. In witness, &c.

Grantor to enjoy quietly till breach of the *Proviso*.

A Grant of an Annuity for good Offices done, determinable upon death of Grantor or Grantee, with a Grant or Appointment of a certain Sum to be paid by so much per annum *after Grantors death, being parcel of a greater sum, Grantor is enabled to charge Lands, with, by a power in a Settlement, in case Grantee survive Grantor, and Grantors Heirs doth not Settle on him an Annuity during Grantees Life.*

THis Indenture, &c. Between R. S. of S. in the County of *L.* on the one part, and H. L. of the Parish of St. M. in the County of *Middlesex*, on the other part Witnesseth, That the said R. S. for and in consideration of the many good Offices, care and trouble undertaken and

Consideration.

and faithfully performed by the ſaid H. L. for him the ſaid R. S. and for E. S. late deceaſed, his dear Wife, for and during theſe 15 years laſt paſt, and for divers other good cauſes and conſiderations, him thereunto moving Hath given and granted, and by theſe preſents doth Grant. give and grant unto the ſaid H. L. and his Aſſigns one Annuity or yearly Rent of 20 *l.* of lawful Mony of *England*, to be iſſuing and going out of all that the Mannor or Lordſhip of W. in the County of *York*, and out of all other the Lands Tenements and Hereditaments of him the ſaid R. S. in W. aforeſaid, To have *Habendum.* and to hold the ſaid Annuity or yearly Rent of 20 *l.* unto the ſaid H. L. and his Aſſigns, for and during the Term of 21 years from henceforth next enſuing, if he the ſaid R. S. and H. L. ſhall both of them ſo long live, the ſame to be paid at 2 Feaſts or days of payment in the year: That is to ſay, the feaſt of St. *Martin*, the Biſhop in *Winter*, and the Feaſt of Pentecoſt, by even and equal portions, the firſt payment to begin on the Feaſt of St. *Martin* the Biſhop, in *Winter* next enſuing, after the Date of theſe preſents. And if it ſhall happen, the ſaid yearly Clauſes of Diſtreſs. Rent or any part thereof ſhall be behind or unpaid, at any of the ſaid Feaſts or days of payment whereon the ſame is limitted and appointed to be paid by theſe preſents, that then it ſhall and may be lawful to and for the ſaid H. L. and his Aſſigns into the ſaid Mannor, and all and every the Premiſſes ſo charged as aforeſaid, or into any part or parcel of the ſame to enter and Diſtrain, and the Diſtreſs or Diſtreſſes therein found to take, lead, drive away, impound, and detain until he ſhall be ſatisfied the ſaid Arrears, and his Damages for Non-payment of the ſame. And the ſaid R. S. for himſelf

Covenant of payment.

ſelf his Heirs, Executors and Adminiſtrators doth Covenant and Grant to, and with the ſaid H. L. his Executors and Adminiſtrators by theſe preſents: That he the ſaid R. S. ſhall and will yearly, and every year during the Term above granted, well and truly ſatisfie and pay unto the ſaid H.L. the ſaid Sum of 20 *l.* at the days and times wherein the ſame is, or ſhall grow due and payable according to the true intent and meaning of theſe preſents. And this Indenture further Witneſſeth, that the ſaid R. S. for the conſideration aforeſaid, and in purſuance of a power limitted, and reſerved in and by one Indenture of Settlement Tripartite bearing date on or about the 15 day of *November*, in the year of our Lord, &c. and made or mentioned to be made, between him the ſaid R. S. on the firſt part, J. T. &c. Widow on the ſecond part, and T. H. W. T. H. B. and R. S. on the third part, for the charging of certain Mannors, Lands, Tenements and Hereditaments therein mentioned with the Sum of, &c. or any leſſer Sum, to be raiſed out of the ſaid Mannors, Lands and Tenements by ſuch yearly payments, and under ſuch *Nomine pœnæ*, to be forfeited upon default of payment of ſuch Sums, ſo to be charged as aforeſaid, and in purſuance of all and every other power or powers to them limitted and reſerved, Hath given, granted, limitted and appointed, and by theſe preſents doth give, grant, limit and appoint unto the ſaid H. L. and his Aſſigns, the full and juſt ſum of, &c. of lawful Mony of *England*, being parcel of, &c. of lawful Mony of *England*, which he is ſo enabled to charge the ſame, to be paid unto the ſaid H. L. or his Aſſigns, by the Annual payment of, &c. at two Feaſts or days of payment in the year, (That is to ſay,) the Feaſt of St. *Martin*, the Biſhop in *Winter*, and the Feaſt

Limitation of a further ſum, according to a power reſerved.

Feaſt of *Pentecoſt*, by equal portions, the firſt payment to begin on ſuch of the ſaid Feaſts as ſhall next happen after the deceaſe of the ſaid R. S. party to theſe preſents, the ſame to be iſſuing out of all and every of the Mannors, Lands, Tenements and Hereditaments whatſoever, which he the ſaid R.S. is enabled to charge by virtue of the ſaid Power. And if it ſhall happen that the ſaid Sum of, &c. or any part thereof, ſhall be behind or unpaid at any of the ſaid Feaſts or Days of payment whereon the ſame is or ſhall be due and payable, according to the above-limitation, that then it ſhall and may be lawful to and for the ſaid H. L. or his Aſſigns, into all or any of the Mannors, Lands or Tenements, liable or ſubject unto the raiſing of the ſaid Charge of, &c. or any part or parcel of them to enter and diſtrain, and the Diſtreſs or Diſtreſſes there found, to take, lead, drive away and impound, and impounded to detain, until he or they ſhall be ſatisfied the ſaid Sum ſo unpaid, and his Damages for the non-payment thereof. Provided always, and upon Condition, That if the ſaid H. L. ſhall fortune to dye before the ſaid R. S. or in caſe R. S. the younger Son and Heir apparent of the ſaid R.S. party to theſe preſents, or any the heirs Males of his Body ſhall well and ſufficiently ſecure unto the ſaid H. L. one Annuity or yearly Rent-charge of 20 *l.* during his Life, payable at the Feaſts of St. *Martin* the Biſhop in Winter, and *Pentecoſt*, by equal portions, the firſt payment to be made on ſuch of the ſaid Feaſts as ſhall firſt happen next after the deceaſe of the ſaid R. S. party to theſe preſents, that then this preſent Indenture, and the ſaid Charge of, &c. hereby limited and appointed to be paid, and to be iſſuing out of the ſaid Mannors and Lands, ſhall ceaſe and

Clauſe of Diſtreſs.

Proviſo, If the Grantors Heir, ſecure the Annuity, then this to ceaſe.

be utterly void and of none effect; any thing herein contained to the contrary notwithſtanding. In witneſs, &c.

Articles.

Articles of Agreement for making Aſſurance of Land in Fee, under a yearly Rent, for Grantee to build upon, with ſpecial Limitations how the Houſe ſhall be built, as to Height, Front, Pavement, &c.

ARTICLES of Agreement Indented and made the, &c. day of, &c. Between H. E. of, &c. of the one part, and A. S. of, &c. Maſon, of the other part, are as follows; That the ſaid H. E. and his Truſtees, ſhall and will at the requeſt, coſt and charges of the ſaid A. S. by good Aſſurance in the Law, convey and aſſure to him the ſaid A. S. all that piece or parcel of Ground, &c. in the Pariſh of, &c. in the County, &c. containing in Front, &c. Foot, and in depth backwards, &c. Foot, lying between other Ground of the ſaid H. E. on the South, and other Ground of the ſaid H. E. on the North; one Head or End thereof abutteth upon the intended Piazza there towards the Eaſt, and the other Head or End thereof abutteth upon the Yards or Garden of, &c. towards the Weſt; and all the Eſtates, Right, Title and Intereſt, claim and demand whatſoever of him the ſaid H. E. his Truſtees, every or any of them either in Law or Equity, of, in or to the ſaid, &c. or of, in or to any part or parcel thereof; Except and always reſerved to

Covenant to grant.

Exception.

to the ſaid H.E. his Heirs and Aſſigns, free liberty of ingreſs, egreſs and regreſs, into and from the Stables of the ſaid A.S. belonging to his ſaid Houſe already built there, with his and their Servants, Horſes, Coaches, and other Carriages of all kinds whatſoever, in, by and through a Way or Paſſage made, or intended to be made at the lower end of the ſaid piece or parcel of Ground, &c. of about, &c. Foot wide. To have and to hold the ſaid piece or parcel of Ground (except before excepted) unto the ſaid A. S. his Heirs and Aſſigns, to the only uſe and behoof of the ſaid A. S. his Heirs and Aſſigns for ever. Yielding and paying therefore to the ſaid H. E. his Heirs and Aſſigns, yearly and every year for ever, the yearly Rent or Sum of, &c. of good *Engliſh* moneys always at the Feaſt of St. *Michael* the Archangel, and the Annunciation of our Bleſſed Lady the Virgin *Mary*, by even and equal portions, the firſt payment to be made upon the Feaſt of St. *Michael* the Archangel, which ſhall be in the year of our Lord, &c. (with a Clauſe of Diſtreſs, *In caſe the ſaid yearly Rent or Sum of, &c. or any part thereof ſhall happen to be behind and unpaid at any of the ſaid Feaſts or Days of payment before limited.*) And that with a Condition, That if the ſame yearly Rent, or any part thereof, as aforeſaid, ſhall happen to be behind and unpaid by the ſpace of, &c. days, next after any of the ſaid Feaſts or days before limited for payment thereof, that then and from thenceforth, and from time to time, ſo often as the ſame, or any part thereof, ſhall be behind and unpaid by the ſpace of, &c. days, as aforeſaid, It ſhall and may be lawful to and for the ſaid H. E. his Heirs and Aſſigns, into the ſaid premiſſes herein before-mentioned and agreed to be granted, to re-enter, and the ſame to detain and keep, and the

The Eſtate to be granted.

Rent.

Diſtreſs.

With Condition of Re-entry for non-payment, &c. till payment of the Arrears.

Rents, Iſſues and Profits thereof, to receive and take to his and their own uſe and uſes, without any Accompt to be made or rendred for the ſame, until the ſaid H. E. his Heirs and Aſſigns, of the ſaid yearly Rent of, &c. and of all the Arrearages thereof (if any be) together with his and their Coſts and Charges, ſhall be fully ſatisfied and paid: (And the ſaid A.S. is to Covenant for the payment of the Rent at the times aforeſaid.) And that he the ſaid H.E. his Heirs and Aſſigns, ſhall not be interrupted in coming to the ſaid Stables, Yard and Houſe of the ſaid H.E. in, by and through the intended Way aforeſaid, by him the ſaid A.S. his Heirs or Aſſigns, or any claiming or deriving Title to the premiſſes, by, from or under him, them or any of them. And the ſaid A.S. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid H. E. his Heirs and Aſſigns, by theſe preſents, that he the ſaid A.S. his Heirs and Aſſigns, ſhall and will at his and their own proper coſts and charges, erect and build, or cauſe to be erected and builded in and upon the ſaid piece or parcel of Ground before the, &c. which ſhall be in the year of our Lord, &c. one ſufficient Houſe of Brick, &c. Stories high, beſides the Cellars and Garrets, Fronting to the aforeſaid, &c. that ſhall take up in a continued Building the whole Front of the ſaid Ground, to range in a ſtrait Line with the Houſes of the ſaid H. E. already built there on that ſide of the ſaid intended Piazza. And in building the ſaid Houſe, ſhall and will obſerve and keep ſuch Scantlings in his Timber, Thickneſs in his Walls, Height in his Stories, and Ornaments in his Front, as was obſerved and kept by the ſaid H.E. in the building of his Houſe, ſituate in the Eaſt ſide of the ſaid intended Piazza, called, &c. with

Covenant to pay the Rent.

Not to be interrupted in a Way.

Covenant, that Grantee will build a Houſe on the Ground.

The Front, how.

Scantlings in Timber, Thickneſs in Walls, Height in Stories.

with liberties only to erect Balconies, and to place the Door or Entrance into the ſaid Houſe in the middle of the Front, or at one End thereof. And that the Roof of the ſaid Houſe ſhall be ſo pitched as it ſhall ſhed forwards toward the ſaid intended Piazza, with Windows therein, as in the Roof of the Houſe of the ſaid H. E. And that he the ſaid A. S. his Heirs and Aſſigns, ſhall and will reimburſe and pay to the ſaid H. E. his Executors and Aſſigns, the whole Charges of ſo much of the Common-Sewer, or Drain of Bricks, as lieth before the Front of the ſaid piece of Ground in the ſaid intended Piazza. And ſhall and will bear and pay a juſt and due proportionable part of the Charges of making and paving of the ſaid intended Way or Paſſage to be made at the Weſt-end of the ſaid piece of Ground, from the Yard of the ſaid H.E. to the Street there called, &c. according as 44 Foot ſhall bear in proportion to 200 Foot, which is the whole Front of that Quarter, and alſo a juſt and due proportionable part, (to be accounted as aforeſaid) of the Charges of keeping and maintaining the ſaid intended Way or Paſſage in due and good Repair; and alſo of the making and maintaining a ſmall Sewer or Drain of Bricks to be laid in the ſaid intended Way or Paſſage, for the carrying of the Waſte-water from the Houſes built, or to be built there between the ſaid Street called, &c. and the ſaid Houſe of the ſaid H. E. And ſhall and will Pave the intended, &c. Foot in breadth, all along before the Front of the ſaid piece of Ground, hereby agreed to be granted, &c. Foot whereof adjoyning to the ſaid intended Houſe, ſhall be with Square Stone, and raiſed about Inches above the other Paving. And ſhall and will pay for the Party-Walls and

Door.

Roof.

Common-Sewer.

Proportionable part of Charges

Gutters on the North and South ſide of the ſaid piece of Ground, and alſo at the Weſt-end thereof, ſo ſoon as he or they ſhall begin to build the intended Front-Houſe aforeſaid, and ſhall and will begin to erect and build the ſaid Houſe to Front to the intended Piazza, immediately from the date of theſe preſents, or however, ſo ſoon after as the firſt Floors of the ſaid Houſe ſhall be laid, before the, &c. next enſuing the date of theſe preſents, or otherwiſe will forfeit the Sum of, &c. *Nomine pœnæ*. And the ſaid H. E. for himſelf his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid A.S. his Heirs and Aſſigns, by theſe preſents, That he the ſaid H. E. his Heirs and Aſſigns, his and their Truſtees ſhall and will, upon requeſt as aforeſaid, and at the proper coſts and charges in the Law of the ſaid A.S. his Heirs and Aſſigns, Convey and Aſſure the ſaid, &c. and Premiſſes to him the ſaid A. S. his Heirs and Aſſigns in manner aforeſaid, with Warranty and Covenants againſt him and them, his and their Truſtees reſpectively, and all perſons lawfully claiming, or to claim by, from or under him or them reſpectively, and with further Covenants from the ſaid H. E. to pay and diſcharge to the Kings Majeſty, his Heirs and Succeſſors, all ſuch Rents, and Arrears of Rents, as are reſerved out of the ſaid premiſſes, with other the Lands of the ſaid H. E. in, &c. aforeſaid, and now are, or hereafter ſhall or may be due and payable for the ſame, ſo that the ſaid piece or parcel of Ground, nor the Houſe thereupon to be builded, may not be any ways charged with the ſame, or any part thereof.

When he is to build, or elſe forfeit *Nomine pœnæ*.

Covenant to convey the Premiſſes.

Articles of Agreement, with Covenants for making aſſurance of a Houſe in Fee-ſimple, by ſuch a day for ſuch a Sum.

ARticles of Agreement made, concluded and fully agreed upon the day of,&c. between E. L. of, &c. in the County of,&c. Butcher, and M. his Wife, ſole Daughter and Heir of W. W. late of L. in the, &c. of, &c. Cutler deceaſed, of the one part, and J. B. of, &c. for and on the behalf of J. E. of,&c. in the County of,&c. on the other part. Whereas the ſaid W. W. was in his life time ſeized in Fee, or ſome other Eſtate of Inheritance, of and in all that Meſſuage, &c. lying and being in the Town and Pariſh of S. aforeſaid, ſituate in a certain Row of Building, in a certain Street called the, &c. abutting on the Houſe of one T. R. to the *Eaſt*, and on the Houſe of Mr. B. to the W. and fronting the high Street leading to the Church on the *South*, with a Curtilage, Backſide, Garden, and certain Buildings of, &c. thereunto belonging lately in the Occupation of one S. F. which Houſe and Premiſſes with the ſaid Appurtenances by the death of the ſaid W. W. are diſcended and come unto the ſaid M. Wife of the ſaid E. L. as ſole Daughter and Heir of the ſaid W. W. Now this Indenture witneſſeth, and the ſaid E. L. and M. his Wife, do for themſelves their Heirs, Executors and Adminiſtrators, Covenant, Promiſe and Agree, to and with the above named J. B. That they the ſaid E. L. and M. his Wife, ſhall and will for and upon the Conſideration herein after mentioned at or before the, &c. next enſuing the date hereof, upon requeſt made by the ſaid J. B. and at the proper coſts and charges of the ſaid J. E. make a

a good, perfect and ſure Eſtate in Fee-ſimple of the ſaid, &c. whether by Fine or otherwiſe, as the ſaid J. E. or his Councel ſhall adviſe. And the ſaid J. B. for and on the behalf of the ſaid J. E. doth for himſelf his Heirs, Executors and Adminiſtrators, Covenant, Promiſe and Agree to and with the ſaid E. L. and M. his Wife, their Heirs, Executors and Adminiſtrators, that upon the making of ſuch aſſurance of the ſaid Premiſſes as aforeſaid, and the acknowledging of a Fine by the ſaid E. and M. in ſuch manner as the ſaid J. E. ſhall be adviſed, that he the ſaid J. E. ſhall pay or cauſe to be paid unto the ſaid E. L. the full and juſt Sum of, &c. lawful Mony of *England*. In witneſs,

Articles of Agreement, between an Executor and the Teſtators Widow, who according to the Cuſtom of the Province of York, is Entituled to the moiety of her Husbands Eſtate: She accepts Bonds and Specialties of the Teſtators of the value in lieu, which the Executor hereby aſſigns over to her, ſhe Covenanting that if more Debts appear, than the reſt of the perſonal Eſtate in the Executors hands will diſcharge, ſhe will refund proportionably with the other Legatees.

ARticles of Agreement indented, made, concluded and agreed upon the, &c. betwixt M. M. of, &c. Clerk, Executor of the laſt Will and Teſtament of E. E. late of, &c. deceaſed of the one part, and A. E. Widow and Relict of the ſaid E. E. of the other part.

Imprimis, It is agreed by and between the ſaid parties to theſe preſents, and the ſaid M. M. doth hereby Give, Grant and Aſſign to the ſaid A. E. all and every of the reſpective Bonds, Bills, Obligations,

Aſſignment of Bonds, &c.

ligations, Specialties and Securities for Mony contained in a Schedule hereunto annexed. And the ſaid M. M. doth hereby conſtitute and appoint the ſaid A. E. his lawful Attorny to recover to her own and proper uſe, whatſoever Moneys are due, or ſhall be due upon the ſame, and upon receipt thereof to give Acquittances and Diſcharges, and upon default of payment to Sue and Implead the ſaid reſpective perſons mentioned therein, in the name of the ſaid M. M. as Executors to the ſaid E. E. or in the name of the Executors or Adminiſtrators of the ſaid M. M. in caſe the ſaid M. M. ſhall dye before the ſaid Moneys ſhall be recovered. And the ſaid M. M. doth for himſelf, his Executors and Adminiſtrators, Covenant and Grant to and with the ſaid A. E. her Executors and Adminiſtrators, not to receive any Mony due upon the ſaid Bond or Specialties, nor to releaſe or diſcharge the ſame, or any of them without the conſent of the ſaid A. E. nor to do any Act or thing, whereby the ſaid *Eliz.* ſhall be hindred or obſtructed from receiving, or recovering the Moneys due upon the ſame, to her own proper and ſole uſe.

Authority to ſue, &c.

Item, The ſaid A. E. doth for herſelf, her Executors and Adminiſtrators, Covenant and Agree with the ſaid M. M. his Executors and Adminiſtrators, to accept the ſaid Bonds and Specialties, and Securities hereby aſſigned to her as aforeſaid, in full ſatisfaction of the whole moiety of the perſonal Eſtate, of the ſaid E. E. her late Husband, due to her by the Cuſtom of the Province of *York*, and likewiſe in ſatisfaction of one Legacy of, &c. deviſed to her by the Will of her ſaid Husband, as in full ſatisfaction of whatever ſhe may claim out of the perſonal Eſtate of the ſaid E. E.

Covenant that Aſſignee accepts'em in lieu of the moiety of the perſonal Eſtate.

Item,

Item, Whereas the aforeſaid A. E. hath likewiſe by his aforeſaid Will, deviſed to ſeveral perſons ſeveral Legacies, amounting in all to, &c. or thereabouts, as by the Will may appear.

Covenant that Aſſignee will refund proportionably, if there happen to be more Debts than reſidue of perſonal Eſtate will ſatisfie.

Now it is agreed between the ſaid parties to theſe preſents, That the ſaid Legacies of, &c. ſhall be ſoley and clearly paid out of the remainder of the perſonal Eſtate of the ſaid E. E. remaining in the hands of the ſaid M. M. as Executors, and not out of any part that is hereby aſſigned to the ſaid A. E. But in caſe the ſaid M. M. his Executors or Adminiſtrators ſhall be Sued or Impleaded for any Debt due, or pretended to be due by the ſaid E. E. and more Moneys ſhall be recovered againſt the ſaid M. M. or the ſaid M. ſhall be put to more expence in Law or Equity, in defending the ſaid Suit than what remains in the hands of the ſaid M. M. as Executor to the ſaid E. E. will ſatisfie, Then its agreed between the ſaid parties to theſe preſents, and the ſaid E. E. doth Covenant and Agree to contribute her proportion with the other Legatees, towards the reimburſing the ſaid M. M. ſo much as ſhall be recovered againſt the ſaid M. M. or the ſaid M. M. ſhall expend in defending the ſaid Suit, more than what ſhall remain in the ſaid M M's. hands, as Executor to the ſaid E. E. And for the true performance of theſe Articles, the ſaid M. M. doth bind himſelf, his Heirs, Executors and Adminiſtrators to the ſaid A. E. her Executors and Adminiſtrators, in the Sum of, &c. and ſo A. E. is to be bound to M. M.

Penalty.

Limi-

Limitations of Uſes and Eſtates by Articles in order to a Settlement.

AND all the ſaid laſt mentioned Premiſſes, and all the reſidue of the ſaid Mannors, Meſſuages, Lands and Hereditaments, &c. in the ſaid County of *E.* to the uſe and behoof of the ſaid E. C. for and during the Term of his natural life, without impeachment of Waſt. And from and after his death, then to the uſe and behoof of the ſaid J. C. and A. for and during their natural Lives, and the Life of the longer liver of them, (for increaſe of the Joynture of the ſaid A.) without impeachment of Waſt, during the Life of the ſaid J. C. And from and after their deceaſes, then all the ſaid Mannors, Meſſuages and Hereditaments in the ſaid County of E. to the uſe and behoof the firſt Son of the Body of the ſaid J. C. and the Heirs Males of the Body of ſuch firſt Son, And for default of ſuch Iſſue, to the uſe of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth and tenth, and all and every other the Son and Sons, of the Body of the ſaid J. C. as they ſhall be in priority of Birth and Age, and of the Heirs Males of the Body and Bodies of all and every ſuch Son and Sons, the elder of the ſame Sons, and the Heirs Males of his Body, being always preferred before the younger, and the Heirs Males of his Body, And for default of ſuch Iſſue, then to the uſe and behoof of the ſaid D. C. for and during the Term of his natural Life, without impeachment of Waſt; And from and after his deceaſe then tot he uſe and behoof of the firſt Son of the Body of the ſaid D. C. and the Heirs Males of the Body of ſuch firſt Son, and for default of ſuch Iſſue, then to the uſe and behoof of the ſecond,

And all the reſidue of the Lands in that County to the uſe of E. C. for life, and after to J. C. and A. for life, for increaſe of her Joynture, and after to firſt Son and Heirs Males, &c.

Remainder to D. C. for life and after to his firſt Son and his Heirs Males, &c.

ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth and all and every other the Son and Sons of the Body of the ſaid D. C. as they ſhall be in priority of Birth and Age, and the Heirs Males of the Body and Bodies of all and every ſuch Son and Sons, the elder of the ſame Sons, and the Heirs Males of his Body, being always perferred before the younger of ſuch Son and Sons, and the Heirs Males of his Body. And for default of ſuch Iſſue, then to the uſe and behoof of F. C. third Son of the ſaid E. C. for and during the Term of his natural Life, without impeachment of Waſt, and from and after his deceaſe, then to the uſe and behoof of the firſt Son of the Body of the ſaid F. C. and the Heirs Males of the Body of ſuch firſt Son. And for default of ſuch Iſſue, then to the uſe of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the ſaid F. C. as they ſhall be in priority of Age and Birth, and the Heirs Males of the Body and Bodies of all, and every ſuch Son and Sons, the elder of the ſame Sons, and the Heirs Males of his Body, being always preferred before the younger, and the Heirs Males of his Body, and for default of ſuch Iſſue, then to the uſe and behoof of the Heirs Males of the Body of the ſaid E. C. and for default of ſuch Iſſue, then to the uſe and behoof of all and every the Daughter and Daughters of the ſaid E. C. and of the Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters; and for default of ſuch Iſſue, then to the uſe of the ſaid J. C. his Heirs and Aſſigns for ever. And it is declared and agreed, by and between all the ſaid Parties, That in ſuch Conveyances and Aſſurances ſo, as aforeſaid, to be made of the Premiſſes, there ſhall be Power given and

Remainder to third Son of E. C. for life, and to his firſt Son, and Heirs Males.

Remainder to the Heirs Males of the Body of E. C.

Remainder to Daughters of E. C.

Remainder to right Heirs of J. C.

and reserved to and for the said J. C. (in case he shall have Issue by the said F. one, two, three, or more Daughters, to charge and make the said Mannors, Messuages, Hereditaments and Premisses in the said County of E. (after the death of the said A.) subject and liable unto, and chargeable with the payment of the Sum of, &c. to such Daughter, if there shall be but one; and if there shall be two Daughters, then the Sum of, &c. Pounds to be divided between them; and if there shall be three or more Daughters, then the Sum of, &c. Pounds to be divided between them, and to be re-paid at their respective Ages of 18 years, or days of Marriage of such Daughter or Daughters, so as such Daughter or Daughters marry with the Consent of the said J. C. if he be living, as also with the Consent of the said A. in case she happen to survive the said J. C. And that in such Conveyances and Assurances there be Power given and reserved to the said J. C. D. C. and F. C. and every other heir Male of the Body of the said E. C. being Tenant in possession of the Freehold of the said Mannors, Hereditaments and Premisses, by his and their Deed and Deeds, Writing and Writings under his and their Hand and Seal, Hands and Seals, to be Subscribed and Sealed in the presence of two credible Witnesses at the least, to make Joyntures for his or their Wife or Wives, and to limit all or part of the said Mannors, Messuages, Hereditaments and Premisses, whereof he or they respectively shall be so seized of the Freehold in possession, to the use of such Wife or Wives respectively, for her or their Life or Lives, or for any number of years determinable upon her or their Life or Lives, immediately from and after the deceases of their several and respective Husbands, for her or their Joyntures.

If J. C. have Issue a Daughter or Daughters, then power to charge Lands with—— Pounds for one Daughter, and —— Pounds for two Daughters, and if more, to have such a Sum divided amongst them.

Power for each of them to make Joyntures.

And

And the ſaid J.C. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant promiſe and grant, to and with the ſaid Sir A. B. his Heirs, Executors and Adminiſtrators, by theſe preſents, That if the ſaid E.C. ſhall dye before the ſaid day of, &c. aforeſaid, (the ſaid Mannors and Premiſſes not being ſetled, as aforeſaid) That then the ſaid J.C. ſhall and will within the ſpace of ſix Months next coming after the ſaid day of, &c. aforeſaid, at the Coſts and Charges of the ſaid Sir A.B. his Heirs or Aſſigns, well and ſufficiently convey and aſſure the ſaid Mannors and Premiſſes unto, and to the uſe of the ſaid J. C. and A. for and during the Natural lives, and the life of the longer liver of them, for the Joynture of the ſaid A. without impeachment of Waſte during the life of the ſaid J. C. And from and after the deceaſes of the ſaid J. C. and A. then to ſuch Uſes, and with ſuch Remainders, Powers, Limitations and Reſervations, as are before in and by theſe preſents mentioned and expreſſed. And the ſaid E. C. and D. C. for themſelves and either of them, their and either of their Heirs, Executors and Adminiſtrators, do covenant, promiſe and grant, to and with the ſaid Sir A. B. his Heirs, Executors and Adminiſtrators, by theſe preſents, That if the ſaid J. C. ſhall dye without heir Male of his Body, begotten on the Body of the ſaid A. before the ſaid Joynture made as aforeſaid, That then the ſaid E. C. and D. C. ſhall and will at the Coſts and Charges of the ſaid Sir A. B. his Heirs or Aſſigns, within ſix Months next coming after the ſaid day of, &c. aforeſaid, and death of the ſaid J. C. without heir Male of his Body, convey and aſſure unto, or to the uſe of the ſaid A. for and during her Natural life, for her Joynture, ſuch part and parts, and ſo much of the ſaid Mannors, Meſſuages,

That if J. C. dye without Iſſue Male before Joynture made, that E.C and D.C. will convey Lands of ſuch yearly value to A.

ages, Lands, Hereditaments and Premiſſes as ſhall be, and during the life of the ſaid E. C. ſhall be and continue of the clear yearly value of, &c. over and above all Charges and Reprizes whatſoever: And all the reſidue of the ſaid Mannors, Lands, Hereditaments and Premiſſes, to the uſe and behoof of the ſaid E. C. for and during the Term of his Natural life, without impeachment of Waſte, and from and after his deceaſe to the uſe of the ſaid A. for and during her Natural life, for increaſe of her Joynture; and from and after her deceaſe, with ſuch Remainders over unto the ſaid D. C. and with ſuch further and other Remainders over, after the death of the ſaid D. C. as aforeſaid, and with ſuch Powers, Limitations and Reſervations, as before in theſe preſents are mentioned and expreſſed. And that if the ſaid E.C. ſhall alſo dye (the ſaid J. C. being dead, as aforeſaid, without heir Male of his Body by the ſaid A.) before the ſaid Joynture made, That then the ſaid D.C. alone, at the Coſts and Charges of the ſaid Sir A. B. his Heirs and Aſſigns, ſhall and will before the end of ſix Months next coming, after the ſaid day of, &c. well and ſufficiently convey and aſſure unto, or to the uſe of the ſaid A. all and ſingular the ſaid Mannors, Meſſuages, Lands, Hereditaments and Premiſſes, for and during the Term of her Natural life, for her Joynture; and from and after her deceaſe, with ſuch Remainder over to the ſaid D.C. and with ſuch further and other Remainders over after the death of the ſaid D.C. as aforeſaid, and with ſuch Powers, Limitations and Reſervations, as before in theſe preſents are mentioned and expreſſed.

That if E.C. alſo dye before ſuch Settlement, then D.C. to convey Premiſſes to A.

Item, It is Covenanted, Granted and Agreed, by and between all the ſaid Parties to theſe preſents; and the ſaid E. C. J. C. and D. C. for them-

That E.C. J.C. and D.C. ſhall within ſix days grant to Sir A.B. the Mannors, &c. in Truſt,&c.

themſelves, and every of them, their and every of their Heirs,Executors and Adminiſtrators, do covenant, promiſe and grant, to and with the ſaid Sir A.B. his Heirs andAſſigns, by theſe preſents, That the ſaid E. C. J. C. and D. C. ſhall and will within ſix days next coming, after the date hereof, at the Coſts and Charges of the ſaid Sir A. B. demiſe, grant, bargain and ſell unto the ſaid Sir A.B. T.S. and W.M. all and ſingular the ſaid Mannors, Meſſuages, Lands and Hereditaments in the ſaid County of E. To have and to hold the ſame unto the ſaid Sir A.B. T.S. and W. M. their Executors, Adminiſtrators and Aſſigns, for and during the Term of Threeſcore years; upon Truſt and Confidence nevertheleſs in them the ſaid Sir A.B. T. S. and W. M. That they the ſaid Sir A.B. T. S. and W.M. and the Survivors and Survivor of them, their Executors and Aſſigns, ſhall permit and ſuffer the ſaid E. C. and his Aſſigns, quietly and peaceably to have, hold and enjoy the ſaid Mannors, Meſſuages, Lands, Hereditaments and Premiſſes, and receive and take the Rents, Iſſues and Profits thereof to his and their own uſe, until the ſaid day of, &c. aforeſaid, (if the ſaid E. C. ſhall ſo long live.) And from and after the ſaid day of,&c. aforeſaid, or death of the ſaid E. C. which ſhall firſt happen, ſhall permit and ſuffer the ſaid J.C. and A. his Wife, and the Survivor of them, during their lives, and the life of the longer liver of them, to hold and enjoy ſuch parts and ſo much of the ſaid Mannors, Meſſuages, Hereditaments and Premiſſes as ſhall be, and during the life of the ſaid A. ſhall be and continue, of the clear yearly value of,&c. and alſo permit and ſuffer the ſaid J.C. during the joynt Lives of the ſaid E. C. J. C. and A. to hold and enjoy ſuch part and parts, and ſo much more of the ſaid Man-

That E.C. ſhall receive Rents till &c. if he live; and after to permit and ſuffer J.C. and A. to hold Lands of ſuch value for the life of A.

Mannors, Meſſuages and Hereditaments, as ſhall be of the clear yearly value of, &c. more, for increaſe of the preſent maintenance of the ſaid J. C. And ſhall alſo permit and ſuffer the ſaid E. C. during his life to hold and enjoy all the reſidue of the ſaid premiſſes during his life, and from and after his deceaſe the ſaid J. C. and A. for and during their lives, and the life of the longer liver of them, to hold and enjoy all the ſaid Mannors, Lands and Premiſſes, and after their deceaſes, then ſuch other perſon and perſons to whom the Reverſion or Remainder of the premiſſes is, as before (according to the true intent and meaning of theſe preſents) limited and appointed to be and remain, for the uſes, intents and purpoſes aforeſaid. Provided always, and upon Condition, That if the ſaid E. C. and J. C. joyntly, or the ſaid J. C. alone, or the ſaid E. C. and D. C. joyntly, or the ſaid D. C. alone, ſhall, on or before the ſaid day of, &c. aforeſaid, or within ſix Months after the ſame, well and ſufficiently convey and aſſure the Freehold and Inheritance of the ſaid Mannors, Hereditaments and Premiſſes in the ſaid County of E. to ſuch uſes, intents and purpoſes, as aforeſaid, and according to the true intent and meaning of theſe preſents, as aforeſaid, That then and from thenceforth the ſaid Demiſe, Grant, Bargain and Sale, and every matter and thing therein contained, ſhall be void and of none effect. Any thing therein to be contained to the contrary in any wiſe notwithſtanding.

To permit J. C. during joynt Lives of him and A. to hold part of the Premiſſes of ſuch yearly value, for increaſe of preſent Maintenance; and E. S. during his life to enjoy the reſidue; and after his death J. C and A. to hold the whole during their Lives, and after to ſuch perſons to whom the Reverſion thereof is limited.

Proviſo. Premiſſes to be conveyed within ſix months after the &c. day of, &c. to the uſes aforeſaid, and then the Grant for 60 years to be void.

Aſſignments.

Annuity granted to a younger Son, by way of Truſt, for 99 Years, (if he ſo long live) with a Proviſo, That if he Alien or Aſſign it, then to ceaſe: The Son (to raiſe up Money) covenants to make Aſſurance of the ſame, and till then to ſtand poſſeſt to the uſe of the intended Grantee, or other, and makes the intended Grantee Attorney to receive it to his own uſe, with Covenant not to Revoke or Releaſe.

THis Indenture Tripartite, made, &c. Between J.B. of, &c. in the County of, &c. on the firſt part; S.B. of C. in the County of Y. on the ſecond part; and R.C. of G. in the County of, &c. on the third part. Whereas R. B. late of B. in the County of W. deceaſed, late Father to the ſaid J. B. and S. B. by two ſeveral Indentures of Leaſe, bearing Date the, &c. and the Releaſe the, &c. day of, &c. in the Year of our Lord, &c. and made between him on the one part, and S.S. (by the Name of S.S. of, &c. in the ſaid County of, &c. W. S. and E. C. and D. A. on the other part, for the Conſideration therein mentioned, and reciting as therein is recited, Did, amongſt other things, grant and convey unto the ſaid S. S. W.S. E.C. and D.A. and their Heirs, All that the Mannor of E. with its Rights, Members and Appurtenances, in the ſaid County of, &c. unto the uſe and behoof of the ſaid R. B. during life, without impeachment of Waſte; and after his deceaſe, unto the uſe and behoof of the ſaid S.S. W.S. E.C. and D.A. their Executors, Adminiſtrators and Aſſigns, for and during the Term of 99 Years, upon Special Truſt and Confidence (amongſt

Recital of the Grant, or Limitation by Father.

(amongſt other Truſts in the ſaid Indenture contained,) That they the ſaid S. S. W. S. E. C. and D. A. their Executors, Adminiſtrators and Aſſigns, out of the Rents and Profits of the ſaid Manor and Premiſſes, ſhould pay the yearly Sums of, &c. apiece, to R. B. and J. B. the ſaid R. B. J. B. and P. B. younger Sons to ſaid R. B. the Father, during their reſpective Natural lives, and to be payable and paid upon every, &c. day of, &c. by equal portions. In which Indenture is a Proviſo to this effect, (*viz.*) That if the ſaid Sons, or any of them ſhould Alien or Aſſign over there ſaid Annuity or Yearly payments to any perſons whatſoever, that then ſuch Yearly payment, as to the parties Aliening, ſhould ceaſe and determine, as in and by the ſaid Indenture amongſt other things, relation being thereunto had, may more at large appear. Now this Indenture witneſſeth, That for and in Conſideration of the Sum of, &c. of good and lawful money of *England*, to the ſaid J. B. well and truly in hand paid by the ſaid S. B. before the ſealing and delivery of theſe preſents, the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid S. B. by theſe preſents: And for other good Conſideration him thereunto moving, he the ſaid J. B. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid S. B. his Heirs and Aſſigns, by theſe preſents, That he the ſaid J. B. ſhall and will from time to time, and at all times hereafter, upon requeſt, and at the coſts and charges of the ſaid S. B. his Heirs and Aſſigns, do and execute all and every ſuch lawful and reaſonable act and acts, conveyances and aſſurances in the Law whatſoever, for the granting, aſſigning, releaſing or extinguiſhing of the ſaid Annuity or yearly Sum

Truſt for raiſing Annuities to younger Children.

Recital of the *Proviſo*, That if they alien their Annuities, then to ceaſe.

Conſideration.

Covenant for making any aſſurance of the ſame.

of, &c. and of all Trusts for payment of the same, as by the said S. B. his Heirs or Assigns, or by his and their Counsel learned shall be reasonably devised or required, so as such Assurance contain no other Covenant or Warranty, than only against the acts and deeds of the said J.B. and of all person or persons claiming from, by, or under him: And so as the party or parties to make the same, be not compelled to Travel from their usual abode for doing thereof: And that he the said J. B. from henceforth, and in the mean time, until such Assignment or Release shall be made thereof, shall and will stand possessed and seized of and in the said yearly Rent of, &c. in Trust to and for the sole use and benefit of the said R. C. and his Assigns, or such other person or persons as the said S. by any Writing or Writings under his Hand and Seal, or by his last Will in Writing, shall limit and appoint. And the said J. B. for the Considerations aforesaid, doth hereby make, constitute and appoint the said R. C. to be his true and lawful Attorney for him, and in his Name, but to and for the sole benefit and behoof of him the said R. C. To demand and receive of and from the said S. S. N. S. E. C. and D. A. their Executors or Assigns the said yearly Sum of, &c. and for the same, or any part thereof, to give Acquittances or other legal Discharges, or for Non-payment thereof, to commence any Action at Law, or in Equity, ratifying, and hereby confirming and allowing whatsoever the said R. C. shall do, or cause to done in and about the Premisses. And that he the said J.B. shall not at any time hereafter revoke, adnul, or make void the said Letter of Attorney, or Warrant, so made to the said R.C. as aforesaid, nor do, commit

*Till when, to stand seized to intended Grantees use.

Constitution of the Attorney.

Covenant, not to Revoke.

mit or ſuffer any act or thing whatſoever, whereby the ſame, or any Action or Suit in Law or Equity, by the ſaid R.C. by virtue thereof to be had or proſecuted, ſhall or may be releaſed, revoked or diſcharged. And alſo, That in caſe the ſaid R.C. ſhall happen to dye before the ſaid J.B. whereby the ſaid Letter of Attorney ſhould determine, that then he the ſaid J.B. ſhall and will give ſuch further Letter of Attorney unto ſuch perſon or perſons, as by the ſaid S.B. or his Heirs ſhall be nominated and appointed for the recovery of the ſaid yearly Sum of, &c. to the proper uſe and benefit of the ſaid perſon or perſons ſo to be nominated or appointed, without account to be made to him the ſaid J.B. or his Aſſigns for the ſame; and with Covenants, not to revoke, determine or make void the ſame, as by the ſaid S.B. or his Heirs, ſhall be reaſonably adviſed or required. And laſtly, The ſaid J.B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid J.B. his Heirs and Aſſigns, by theſe preſents, That he the ſaid J.B. hath not at any time heretofore done or ſuffered any act or thing whatſoever, whereby the ſaid Annuity or yearly Rent of,&c. or any part thereof, or his Truſt or equitable Right or Intereſt in or to the ſame, ſhall or may be impeached or incumbred in Title, Charge, Eſtate, or otherwiſe. In witneſs, &c.

Nor releaſe any Actions.

An Aſſignment of a Mortgage for years forfeited, with a Confirmation of the Aſſignment for the reſidue of the Term by the firſt Morgagor, with Proviſo for him to redeem, &c.

THis Indenture Tripitarte, &c. Between J. F. of, &c. in the County of, &c. on the firſt part, C. M. of H. in the County of N. on the the ſecond part, and C. S. of N. in the County of, &c. on the third part, Whereas by Indenture bearing date, &c. day of, &c. in the year of our Lord, &c. and made between the ſaid J. F. by the name of J. F. of, &c. in the County of, &c. on the one part, and the ſaid C. M. on the other part, the ſaid J. F. for the conſiderations therein mentioned, Did Demiſe, Grant, Bargain and Sell unto the ſaid C. M. all thoſe Demeſne Lands of the Mannor of F. with the Appurtenances. And all Lands, Tenements and Hereditaments thereunto belonging, or occupied, uſed or enjoyed as the Demeſne Lands of the ſaid Mannor, or accepted, reputed or taken as part, parcel or member thereof, ſituate lying and being in the Pariſh of S. in the ſaid County of N. together with all and ſingular Meſſuages, Houſes, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Hedges, Hedgrow, Fences, Ditches, Waters, Watercourſes, Paths, Paſſages, Eaſments, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Demeſne Lands belonging, or in any wiſe appertaining or accepted, reputed or taken as part or parcel thereof. And the Reverſion and Reverſions, Remainder and Remainders of the ſaid Premiſes, and all yearly and other Rents and Profits whatſoever, reſerved upon any Demiſe or Leaſe, made

Recital of the Demiſe for years.

of

of the ſaid Premiſſes or any of them, To Have and to Hold the ſaid Demeſne Lands, Tenements and Hereditaments before mentioned, and intended to be thereby demiſed and granted, with their and every of their Appurtenaces, unto the ſaid C. M. his Executors, Adminiſtrators and Aſſigns, for and during the Term of, &c. from thenceforth next enſuing, and fully to be compleat and ended, without Impeachment of, or for any manner of Waſt, under the yearly Rent of one Pepper corn if it ſhould be demanded: In which Indenture there is a Proviſo or Covenant to this effect, Provided always, and upon Condition, nevertheleſs, That if the ſaid J. F. his Heirs, Executors or Adminiſtrators or any of them, ſhould well and truly pay, or cauſe to be paid unto the ſaid C. M. his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of, &c. of good and lawful Mony of *England* on the, &c. day of, &c. which was to be in the year of our Lord, &c. without any defalcations whatſoever, for Taxes, Charges, Aſſeſſments, or for any other cauſe or thing whatſoever, That then the ſaid Indenture, and the Aſſurance thereby made ſhould ceaſe, determin and be utterly void, any thing therein contained to the contrary notwithſtanding. As in and by the ſaid Indenture and Proviſo contained, relation being thereunto had more at large may appear: And whereas default was made in payment of the ſaid, &c. according to the ſaid Tenor of the ſaid Proviſo, by means whereof the ſaid Term and Eſtate, of and in the ſaid Premiſſes for 500 years, by the ſaid recited Indenture granted, became abſolute to the ſaid C. M. And whereas there is now due to the ſaid C. M. beſides the ſaid principal Mony the Sum of, &c. for Intereſt, Now this Indenture witneſſeth, that for and in Conſideration of the

Consideration. Sum of, &c. of good and lawful Mony of *England* to the said C. M. and of, &c. like lawful Mony to the said J. F. well and truly in hand paid by the said C. S. before the ensealing and delivery of these Presents, The receipt of which said several Sums, they the said C. M. and J. F. do hereby respectively acknowledge, and thereof do respectively acquit and discharge the said C. S. his Executors and Administrators. And for other good Considerations them thereunto moving, he the said C. M. by the direction and appointment of the said J. F. testified by his being made a party hereunto, and his Sealing and delivery hereof. And for other good Considerations him thereunto moving, Hath bargained, sold, assigned and set over, and by these presents doth bargain, sell, assign and set over unto the said C. S. his Executors and Administrators, all those the Demesne Lands of the Mannor of F. in the said County of N. and all and singular the Premisses whatsoever, in the said recited Indenture mentioned, and intended to be thereby demised and granted as aforesaid, with their and every of their Appurtenances. And the Reversion and Reversions, Remainder and Remainders of the same, And all Rents and Profits thereupon reserved, And all the Estate, Right, Title and Interest, Term for years, claim and demand whatsoever of him the said C. M. in and to the same, by force and virtue of the said recited Indenture, or otherwise, together with the said Indenture, To Have and to Hold the

Habendum. said Demesne Lands, Tenements and Premisses, with their and every of their Appurtenances, together with the said Indenture unto the said C. S. his Executors and Administrators, for and during all the residue and remainder of the said Term, for 500 years hereby granted and assigned

ed yet to come and unexpired, under the yearly Rent, Covenants and Agreements in the ſaid recited Indenture reſerved and mentioned; And the ſaid C. M. for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant to and with the ſaid C.S. his Executors and Adminiſtrators by theſe preſents, That he the ſaid C.M. hath not at any time heretofore committed, done or ſuffered any act, matter or thing whatſoever, whereby the ſaid Premiſſes, or any of them, are, or may be impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever, And the ſaid J. F. for the Conſiderations aforeſaid, hath ratified and confirmed, and by theſe preſent doth ratifie and confirm unto the ſaid C. S. all thoſe the before mentioned, and intended to be hereby aſſigned Demeſne Lands and Premiſſes, To Have and to Hold unto the ſaid C.S. his Executors and Adminiſtrators, for and during all the ſaid reſidue and remainder of the ſaid Term for 500 years yet to come, and unexpired without impeachment of or for any manner of Waſt, diſcharged of all power and Equity for the redemption of the ſame whatſoever in Law or Equity. Provided always, and it is the true intent and meaning of theſe preſents, and of the parties hereunto. And the ſaid C. S. for himſelf, hisHeirs, Executors and Adminiſtrators, doth Covenant and Grant to and with the ſaid J. F. his Heirs and Aſſigns by theſe preſents, That if he the ſaid J. F. his Heirs, Executors or Adminiſtrators or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid C. S. his Executors or Adminiſtrators, the full and juſt Sum of, &c. good and lawful Mony of *England*, in manner following. (That is to ſay, &c.) part thereof on the, &c. day of, &c. next enſuing the

Covenant that Aſſignor hath done no act to incumber.

Confirmation by Mortgagor.

Proviſo.

Date

Date hereof, and the Sum of, &c. Reſidue thereof on the, &c. day of, &c. which ſhall be in the year of our Lord, &c. Both the ſaid payments to be made in the common Dining Hall in *Grays-Inn*, in the County of *Middleſex* aforeſaid, without Defalcation or Abatement, to be made out of the ſaid Sums, or either of them for Taxes, Charges, Aſſeſſments, or for other Cauſe, Matter or thing whatſoever, That then this preſent Indenture of Aſſignment, and the Eſtate hereby made ſhall ceaſe, determin and be utterly void, or otherwiſe, that he the ſaid C. S. his Executors or Adminiſtrators, ſhall and will Aſſign and Transfer unto the ſaid J. F. his Executors or Adminiſtrators, or to ſuch other perſon or perſons as he the ſaid J. F. his Heirs or Aſſigns ſhall direct and appoint: All thoſe the ſaid Demeſne, Lands and Premiſſes before mentioned, to be hereby aſſigned with their Appurtenances, and all his and their Right, Title and Intereſt, in and to the ſame, diſcharged of all Incumbrances by him or them, or by any perſon or perſons claiming, from, by or under him or them committed, done or ſuffered in the mean time. And the ſaid J. F. for himſelf his Heirs, Executors and Adminiſtrators, doth Covenant and Grant to and with the ſaid C. S. his Executors and Adminiſtrators by theſe preſents, That he the ſaid J. F. his Heirs, Executors or Adminiſtrators, or ſome of them ſhall and will well and truly pay or cauſe to be paid unto the ſaid C. S. his Executors and Adminiſtrators by theſe preſents, the ſaid Sum of, &c. and every part thereof, at the days and place in the Proviſo therein mentioned, limited and appointed for payment of the ſame, without making any deduction or abatement out of the ſaid Sum, or any part thereof for Taxes, Charges,

Covenant for payment, &c.

Charges, Aſſeſſments, or for other Cauſe, Matter or thing whatſoever, according to the true intent and meaning of the ſaid Proviſo or Covenants, and in diſcharge thereof without Fraud or Covin. And alſo that the ſaid recited Indenture of Leaſe, for the reſidue of the Term hereby aſſigned, now is, and from and after the executing of theſe preſents, ſhall be and continue a good and effectual Leaſe and Eſtate in Law, not forfeited, ſurrendered or otherwiſe avoided. And that he the ſaid C. S. his Executors, Adminiſtrators or Aſſigns, ſhall and may hold and enjoy the ſaid Premiſſes, and take the profits of the ſame without the let, trouble or diſturbance of the ſaid J. F. or of any perſon or perſons whatſoever, freed and diſcharged of and from all Incumbrances whatſoever, And alſo that the ſaid C. M. now hath good Right, full Power and Authority to Grant and Aſſign the ſame Premiſſes in manner aforeſaid, according to the true intent and meaning of theſe preſents. And further, that if any default ſhall happen to be made in payment of the ſaid, &c. or any part thereof contrary to the Tenor of the aboveſaid Proviſo or Covenant in that behalf, that then and from thenceforth he the ſaid C. S. his Executors or Adminiſtrators, ſhall and may hold and enjoy the ſaid Demeſne Lands and Premiſſes, and take the Rents and Profits thereof, during the reſidue of the ſaid Term hereby aſſigned, without the trouble or diſturbance of the ſaid C. M. or J. F. or of either of them reſpectively, or of any other perſon or perſons whatſoever, And likewiſe that if any default ſhall happen to be made in payment of the ſaid, &c. or of any part thereof, contrary to the Tenor of the above ſaid Proviſo, or Covenant in that behalf; That then and from

That the Original Demiſe is a good Deed in Law.

Covenant for quiet Enjoyment.

That Aſſignor hath power to grant.

After default in payment Aſſignee to enjoy, &c.

and then alſo to make further aſſurance.

from thenceforth he the ſaid J. F. and the ſaid C. M. and either of them reſpectively, and all perſon and perſons claiming the Premiſſes, or any Eſtate, Right, Title or Intereſt, in or to the ſame ſhall and will at the Requeſt, Coſt and Charges of the ſaid C. S. his Executors or Adminiſtrators make and execute, or procure to be made and executed, ſuch further and other Act or Acts, for the ſtrengthning, confirming and making abſolute of the Remainders of the ſaid Term, hereby aſſigned to the ſaid C. S. his Executors and Adminiſtrators, diſcharged of the ſaid Proviſo or Covenant, as by the ſaid C. S. his Executors or Adminiſtrators, or by his or their Councel learned, ſhall be reaſonably deviſed or required. In Witneſs, &c.

An Aſſignment of an Annuity or Rent Charge, granted by a former Husband, to the uſe of his Wife for her Life, who before Inter-marriage with a ſecond Husband, by his Conſent, and together with him Settles it upon Truſtees to prevent his intermedling, and that the ſame ſhall be at her ſole diſpoſing.

THis Indenture Quadripartite made, &c. Between A. B. of the firſt part, C. D. of the ſecond part, E. F. of the third part, and G. H. and J. K. of the fourth part. Whereas J. D. late Husband of the ſaid C. D. of, &c. deceaſed, by his Indenture bearing date, &c. made between him the ſaid J. D. of the one part, and the ſaid A. B. of the other part, for the Conſiderations therein expreſſed, did Give, Grant and Confirm unto the ſaid A. B. one Annuity or yearly Rent of, &c. of lawful Mony of *England*, to be iſſuing

Recital of the Grant of the Annuity.

ing and going out of all, &c. To Have and to Hold the ſame unto the ſaid A. B. his Heirs and Aſſigns, from and immediately after the death of him the ſaid J. D. for and during the Term of 70 years, if C. Wife of the ſaid J. D. ſhould ſo long live, upon ſpecial Truſt in the ſaid Indenture mentioned and declared: That he the ſaid A.B. his Heirs and Aſſigns ſhould permit, and ſuffer the ſaid C. D. and her Aſſigns, (in caſe ſhe ſhould Survive the ſaid J. D. her Husband) to have, enjoy, perceive and receive the ſame, and every part thereof to her own proper uſe, during ſo many years of the ſaid Term, as ſhe ſhould happen to Live, at ſuch days and times as the ſame is thereby limited to be paid; As in and by the ſaid recited Indenture, Relation being thereunto had more fully and at large it doth and may appear. And whereas there is a Marriage intended to be ſhortly had, and ſolemnized between the ſaid E. F. and the ſaid C. D. And whereas it is agreed between the ſaid E. F. and C.D. That ſhe the ſaid C.D. ſhall and may from time to time, and at all times as well during the ſaid intended Coverture, between them the ſaid E. F. and C. D. as if ſhe the ſaid C. D. was ſtill ſole and unmarried, receive to her ſelf or otherwiſe diſpoſe of the ſaid Annuity, or yearly Sum of, &c. aforeſaid, and of every part thereof, and of all the Profits, Penalties or Sums of Mony accrewing or becoming, or which may at any time hereafter accrew or become due and payable, for or in reſpect or by reaſon of the ſame to ſuch perſon or perſons, and in ſuch manner as the ſaid C. D. ſhall think fit, Exclusive always unto him the ſaid E. F. ſo as he ſhall not intermeddle, or have any thing to do therewith. Now this Indenture witneſſeth, That in purſuance of the ſaid Agreement, and for and in Conſideration of the ſeveral

Recital of the Marriage and Agreement.

several Sums of 5 *l.* apiece, to them the said A. B. C. D. and E. F. severally in hand paid by the G. H. and J. K. at or before the ensealing and delivery of these presents, &c. the several Receipts whereof are hereby respectively acknowledged, and in pursuance and performance of the Trust aforesaid so vested, remaining in the said A. B. as aforesaid. He the said A. B. by and with the especial direction, consent and appointment of them the said C. D. and E. F. testified by their being parties unto and Sealing and Delivery of the presents. Hath granted, assigned and set over, and by these presents doth Grant, Assign and set over unto the said G. H. and J. K. their Executors, Administrators and Assigns, the said Annuity or yearly Rent of, &c. to be issuing and going forth of all those Messuages, &c. in the said recited Indenture mentioned, and all Arrerages and Forfeitures thereof, or for the same: And all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, of him the said A. B. of in and to the same yearly Rent or Sum of, &c. and all Arrerages and Forfeitures thereof; Together with the said Indenture, and the benefit and advantage of all Covenants and Clauses therein contained, To Have and to Hold, perceive, receive and take the said Annuity or yearly Rent Charge of, &c. and all Arrerages and Forfeitures thereof for the same. Together with the said recited Indenture, and the benefit and advantage of all Covenants and Clauses therein contained unto them the said G. H. and J. K. their Executors, Administrators and Assigns, for by and during all the rest and residue of the said Term of 70 years therein yet to come and unexpired. If she the said C. D. shall so long live, in as large and ample manner, to all intents and purposes as the same

Grant.

Habendum.

ſame was granted unto him the ſaid A. B. in and by the ſaid recited Indenture. Yet nevertheleſs upon the Truſts and Confidence, and to the uſe, intents and purpoſes herein after declared and to no other uſe, intent or purpoſe whatſoever. (That is to ſay,) upon Truſt and Confidence, and to the intent and purpoſe that they the ſaid G. H. and J. K. and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and may demand, levy, take and receive the ſaid Annuity or yearly Rent Charge, and every part thereof, and all Arrerages and Forfeitures now due or to be due, for or by reaſon of the ſame, and ſhall from time to time, and at all times order, imploy, diſpoſe and pay the ſame Annuity or yearly Rent Charge, and every part thereof, and all Arrerages or Forfeitures of or for the ſame, and all the proceed and profits which ſhall be made thereof, not unto him the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons for his or their uſe, or by his appointment, but unto the proper hands of the ſaid C. D. or to ſuch other perſon or perſons only, and to ſuch other uſes, intents and purpoſes only, and in ſuch other manner only, as by any Writing or Writings to be ſubſcribed by the ſaid C. D. with her own hand, in the preſence of two or more credible Witneſſes, ſhall be from time to time declared, limited and appointed. And from time to time until ſuch appointment made and ſubſcribed as aforeſaid by the ſaid C. D. they the ſaid G. H. and J. K. and the Survivor of them his Executors, Adminiſtrators and Aſſigns, ſhall and may retain and keep in their own hands and cuſtody the ſaid yearly Rent or Sum of, &c. and every part thereof, and all Arrerages or Forfeitures of or for the ſame, and all the proceed and profits which

Declaration of Truſt.

Truſtees to pay it to C. D. or whom ſhe appoints, and not to the Husband.

Until appointment Truſtees to keep it in their hands.

which shall or may be made thereof, until such limitation or appointment shall be thereof made in manner as aforesaid; and for default of such limitation and appointment to be made by the said C. D. as aforesaid, of the said yearly Rent or Sum, or of any part thereof, in manner as aforesaid, That then and in such case they the said G. H. and J. K. and the Survivor of them, his Executors, Administrators and Assigns, shall pay and dispose of the same yearly Rent, or such part thereof, whereof no such appointment is made in manner aforesaid, not unto him the said E. F. his Executors, Administrators and Assigns, or to any other person or persons, to his or their own use, or by his or their appointment; but to such other person or persons other than the said E. F. who shall have right to administer, as next of Kindred to the said C. D. and to or for no other person, use, intent or purpose whatsoever. And the said E. F. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said G. H. and J. K. and the Survivor of them, his Executors, Administrators and Assigns, by these presents, in manner and form following; (that is to say,) That he the said E. F. hath not not at any time heretofore made or done, nor shall or will at any time hereafter, wittingly or willingly make, do, or suffer any act, matter or thing whatsoever, whereby or wherewith the before-mentioned to be hereby assigned Annuity, or any part thereof, and the Arrearages thereof, or forfeitures for the non-payment thereof, are, or shall, or may be released, discharged, or hindred to be received and paid, according to the true meaning of these presents. And further, That she the said C. D. shall and may from time to time, and at all times here-

For default of appointment, the Arrears to be paid to the next of Kin, (except the Husband.)

Covenant, That E. F. hath not done, nor will do any act to release the Annuity or Arrearages.

hereafter, as well during the ſaid intended Coverture, as if ſhe was ſtill ſole at her own will and pleaſure, according to the Agreements and Truſts aforeſaid, to make any ſuch diſpoſal, limitation, or appointment of all or any part of the ſaid Annuity or yearly Rent, and of all Sums of money due for non-payment thereof, and of the proceed and profit thereof, by any Writing under her Hand and Seal, executed as aforeſaid; and to do all and every other act and acts in purſuance of the Power aforeſaid, as fully and effectually, being under Coverture, as if ſhe the ſaid C. D. was then ſole and unmarried. And that they the ſaid G.H. and J.K. and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and may execute and perform the Truſts accordingly, without the let, ſuit, trouble or interruption of him the ſaid E.F. his Executors, Adminiſtrators or Aſſigns. And alſo, That he the ſaid E.F. his Executors, Adminiſtrators or Aſſigns, or any or either of them, ſhall not, nor will not at any time hereafter, during the ſaid intended Coverture, or afterwards intermeddle with the ſaid Annuity or yearly Sum of, &c. or any part thereof, nor the Arrearages thereof, or Forfeitures for the ſame, or any the proceed or benefit thereof, or of any part thereof; but that all and every perſon and perſons, to whom ſhe the ſaid C. D. ſhall diſpoſe the ſame, or any part thereof, ſhall and may at all times hereafter, receive, hold and enjoy the ſame quietly and peaceably, without the let, ſuit, trouble, interruption, claim or demand whatſoever, either in Law or Equity, of him the ſaid E.F. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons claiming, or to claim by, from or under him or them, or his or their uſe, or by his or their appointment, privity

There the Wife ſhall diſpoſe and appoint.

E.F. not to intermeddle, but to permit all perſons to whom, &c. to receive.

E.F. to do any further act, &c.

or procurement. And further, That he the ſaid E. F. his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the Law of them the ſaid G.H. and J.K. or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every further and other lawful and reaſonable act and acts, for the executing, perfecting and performing of the truſts, intents, purpoſes and agreements aforeſaid; and to enable her the ſaid C. D. notwithſtanding the ſaid intended Marriage, to diſpoſe, limit and appoint the ſame Annuity or yearly Rent, and every part thereof, and all and every Sum and Sums of money due or payable for non-payment thereof, and the proceed and benefit thereof, and of every part thereof, as well during the ſaid intended Coverture, as before, according to the true intent and meaning of theſe preſents, and of the Truſts herein before-mentioned. And laſtly, It is declared and agreed by and between all and every the ſaid parties to theſe preſents, That they the ſaid G.H. and J.K. (Truſtees herein before named) and the Survivor of them, his Executors, &c. ſhall be only charged and chargeable with, and accountable for ſuch moneys as they ſhall reſpectively actually receive by, and out of the premiſſes, and with no more, nor the one for the other, or with or for the receipts or diſburſements the one of the other; and that they and every of them ſhall and may be ſaved harmleſs, and deduct to themſelves, by and out of the premiſſes, of and for all ſuch coſts, charges, damages and expences, as they or any or either of them ſhall bear, ſuſtain, expend or be put unto, by reaſon

Truſtees to account for no more than they receive, and to deduct Charges.

of

of the Premiſſes, or the Truſts thereof herein before declared, or the execution or management thereof, or in any wiſe touching or concerning the ſame. In witneſs, &c.

An Aſſignment of a Judgment, by an Executor, with good Covenants.

TO all Chriſtian People to whom this preſent Writing ſhall come, F. L. of, &c. Son and Executor of the laſt Will and Teſtament of K. L. late of, &c. his late Father, deceaſed, ſendeth Greeting. Whereas in *Eaſter* Term, in the Year, &c. he the ſaid H. L. obtained a Judgment of 400 *l.* beſides coſts of Suit, in the Court of Common Pleas at *Weſtminſter*, againſt Sir P. F. late of, &c. now deceaſed, as by the Record thereof, remaining in the ſaid Court of Common Pleas, relation being thereunto had, more at large it doth and may appear. And whereas ſince the obtaining of the ſaid Judgment, he the ſaid H. L. is ſince deceaſed, having made his laſt Will and Teſtament in Writing, and thereof conſtituted and appointed the ſaid F. L. his ſole Executor, who hath made Probat of the ſame Will before a competent Ordinary, and taken upon him the Execution thereof, by force and virtue whereof the ſaid F. L. is become rightfully and lawfully intereſted and entituledd in and to the ſaid Judgment of 400 *l.* and the whole benefit and profit thereof, as Executor to his ſaid late Father. Now know ye, That the ſaid F. L. for and in Conſideration of 200 *l.* of lawful money of *England*, to him ſatisfied and paid, or ſecured to be ſatisfied and paid; and for divers other good Cauſes and Conſiderations him thereunto moving, Hath granted, aſſigned

Recital of the Aſſignors being Executor, &c.

Conſideration.

Grant.

and set over; and by these presents doth grant, assign and set over unto N. K. his Executors, Administrators and Assigns, as well the said Judgment of 400 *l.* as also the benefit, profit and advantage, sum and sums of money whatsoever, that the said F. L. may any ways have or claim, challenge or demand, or which hereafter shall be obtained or gotten, upon or by reason of the said Judgment, or of any Execution, Extent, or Re-extent thereupon had, or to be had, sued, executed or obtained, and all the Estate, Right, Title, Interest and demand whatsoever, which he the said F. L. hath, or ought to have or claim, of, in or to the said Judgment, or any Moneys, Lands, Tenements, or other things, which by virtue thereof, or of any process or proceedings thereupon are, or shall be recovered, obtained or gotten. And the said F. L. doth by these presents, make, ordain and appoint the said N. K. his true and lawful Attorney and Assignee for him and in his Name to take out Execution upon the said Judgment, or prosecute any Execution, Process or Extent already sued forth, or otherwise to compound and agree with the Heirs, Executors or Assigns of the said Sir P. F. or any other person or persons for the same, as to his said Attorney, his Executors or Assigns, shall be thought fit and convenient, and upon satisfaction given, or any other end, composition or agreement made concerning the premisses, to acknowledge satisfaction, or to make and give any other release or discharge for the same. And the said F. L. doth by these presents give and grant unto his said Attorney, his Executors, Deputy and Assigns, his full power and authority for him, and in his name and stead to do, perform, execute and accomplish all and every such lawful act and acts, thing and things whatsoever,

Authority to sue as Attorney.

as

as his ſaid Attorney ſhall think requiſite and needful ſo to be done in and about the premiſſes, in as ample ſort as he himſelf might do if he were perſonally preſent. And the ſaid F. L. covenants for himſelf, his Executors and Adminiſtrators, to and with the ſaid N. K. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, to ratifie and confirm all that his ſaid Attorney, Subſtitute, or Aſſigns ſhall lawfully do, or procure to be lawfully done in his name and ſtead, in and about the premiſſes, at the coſts and charges of his ſaid Attorney, his Executors or Aſſigns. And that at the ſealing and delivery of theſe preſents, the ſaid Judgment is and remaineth unpaid and unſatisfied: And that he the ſaid F. L. or the ſaid H. L. his late Father, have, nor hath at any time heretofore, releaſed, diſcharged, or made void the ſaid Judgment, nor that the ſaid F. L. his Executors or Adminiſtrators, ſhall or will at any time hereafter, releaſe, diſcharge, or make void the ſaid Judgment or Sum of Money thereby recovered, or any part thereof, or any Execution or Extent thereupon, had or to be had, nor otherwiſe do or ſuffer to be done, any act or thing whatſoever, that ſhall or may be any ways prejudicial to the ſaid Judgment, or impeach the validity thereof, or any other lawful courſe that ſhall be had or proſecuted, upon or by reaſon of the ſame Judgment, by the ſaid N.K. his Executors or Aſſigns, unleſs it be at the Requeſt, and by and with the Conſent of the ſaid N. K. his Executors or Aſſigns, firſt had in Writing, under his or their Hands and Seals, nor ſhall revoke or countermand any Power or Authority, to him by theſe preſents given and granted. And moreover, That it ſhall and may be lawful to and for the ſaid N.K. his Executors and Adminiſtrators, to have and take, receive,

Aſſignor covenants or confirms what the Aſſignee acts in purſuance, &c.

Covenant, That Aſſignor will not Releaſe, nor prejudice his Aſſignment.]

Nor Revoke theſe preſents.

detain and keep to him and to their own uſe and uſes, all ſuch benefit, ſum and ſums of money, as ſhall be had, taken or received, upon or by reaſon of the ſaid Judgment, or any Execution or Extent, without any account or other recompence thereof, or therefore, to be had or made in any wiſe. And further alſo, That the ſaid F.L. his Executors and Adminiſtrators, ſhall and will at all times hereafter, being thereunto reaſonably required, and at the coſts and charges of the ſaid N. K. his Executors, Adminiſtrators or Aſſigns, acknowledge ſatisfaction upon Record of the ſaid Judgment. And the ſaid N. K. for himſelf, his Executors and Adminiſtrators, and every of them, doth covenant, grant and agree, to and with the ſaid F. L. his Executors and Adminiſtrators, and to and with every of them by theſe preſents, That he the ſaid N. K. his Heirs, Executors and Adminiſtrators, or ſome or one of them, ſhall and will at all times hereafter, ſave, defend and keep harmleſs and indempnified him the ſaid F. L. his Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, and Hereditaments whatſoever, of and from all and all manner of coſts and charges, ſuit, troubles and loſſes whatſoever, that ſhall or may happen to or againſt him the ſaid F.L. his Executors and Adminiſtrators, or any of them, for or by reaſon of, concerning or relating to the ſaid Debt, Judgment, or any Execution, Proſecution, matter or thing to be had or taken forth by the ſaid N. K. his Executors, Adminiſtrators or Aſſigns, or any of them, or by his, their, or any of their procurement, by colour or reaſon of the premiſſes. And the ſaid F. L. for himſelf, his Executors and Adminiſtrators, doth covenant to and with the ſaid N.K. his Executors, Adminiſtrators and Aſſigns, by

Aſſignor covenants upon Requeſt, &c. to acknowledge ſatisfaction on the Judgment.

Aſſignee covenants to indempnifie Aſſignor againſt all Coſts, &c.

Covenents for further Aſſurance.

by theſe preſents, That he the ſaid F. L. his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times hereafter, at and upon the lawful and reaſonable Requeſt of the ſaid N. K. his Executors, Adminiſtrators or Aſſigns, to be made unto the ſaid F. L. his Executors and Adminiſtrators, and at the proper coſts and charges in the Law, of the ſaid N. K. his Executors, Adminiſtrators and Aſſigns, make, do, acknowledge, execute, or cauſe or procure to be had, made, done, knowledged and executed, any other Letter or Letters of Attorney to the ſaid N. K. his Executors or Adminiſtrators, to impower him and them to proſecute upon the ſaid Judgment, in like manner as the ſaid F. L. hath hereby authorized the ſaid N. K. to do, and with the like Covenants as are herein contained. And that he the ſaid F. L. his Executors and Adminiſtrators ſhall from time to time, and at all times hereafter, do all and every ſuch further, lawful and reaſonable act and acts, thing and things, device and devices, conveyance and conveyances, and aſſurances in the Law whatſoever, for the further and better ſtrengthning and corroborating of the Title of the ſaid N. K. to the ſaid Judgment, as by the ſaid N. K. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law of the Realm, ſhall be reaſonably deviſed, adviſed or required, ſo as for doing thereof the ſaid F. L. his Executors or Adminiſtrators, be not compelled to Travel from the place or places of his or their abode at the time of ſuch Requeſt made, and ſo as no ſuch further Aſſignment or Act comprehend no further Warranty or Covenants than are in theſe preſents contained.

An Aſſigment of a Moiety of a Patent of a new Invention.

THis Indenture made the, &c. day of, &c. Between R. R. of, &c. of the one part, and W. B. of, &c. and R. R. of, &c. and J. M. of, &c. of the other part, Whereas the ſaid R. R. hath by his long ſtudy and expence invented the Art of ſpreading and caſting of light, by a new and unuſual Figure of Foyled Glaſs, poliſhed without grinding, with Pipes of Glaſs to hold Candles, never before known or uſed in any of his Majeſties Dominions. And whereas our aforeſaid Sovereign Lord King *Charles* the Second, by his Letters Patents witneſſed by himſelf at *Weſtminſter*, and bearing the ſame Date with theſe preſents, of his ſpecial Grace, certain knowledge, and meer Motion hath given and granted, and by the ſaid Letters Patents for himſelf, his Heirs and Succeſſors doth give and grant unto the ſaid R. R. his Executors, Adminiſtrators and Aſſigns, Special Licence, full Power, ſole Priviledge and Authority, That he the ſaid R. R. his Executors, Adminiſtrators and Aſſigns, and every of them by themſelves or their Deputy and Deputies, Servants and Agents, and ſuch others as the ſaid R. R. his Executors, Adminiſtrators or Aſſigns, ſhall at any time agree with from time to time, and at all times hereafter, during the Terms of years in the ſaid Letters Patents expreſſed, ſhall and lawfully may uſe, exerciſe and enjoy a certain Invention of caſting and ſpreading of Light by a poliſht Glaſs, which he the ſaid R. R. by his great induſtry coſt and labour hath found out, and attained in the ſaid Letters Patents particularly mentioned and deſcribed, within any part or parts, place or places whatſoever, of

Recital of the Patents.

of in or belonging to the Kingdom of *England*, Dominion of *Wales*, &c. unto ſuch manner, and according to ſuch Rates, Allotments and Limitations, as to him the ſaid R.R. his Executors, Adminiſtrators and Aſſigns or any of them, ſhall in their diſcretions ſeem moſt meet, And that he the ſaid R. R. his Executors, Adminiſtrators and Aſſigns, ſhall and may have and enjoy the ſole benefit, profit, commodity and advantage, from time to time coming, growing and ariſing by reaſon of the ſaid Invention, during the Term of 14 years, from the day of the ſaid Letters Patents next and immediately enſuing, and fully to be compleat and ended, according to the Statute in that caſe made and provided, with a prohibition to all perſons whatſoever, to uſe the ſaid Invention or any part thereof other than the ſaid R.R. his Agents Deputy or Aſſigns, As in and by the ſaid Letters Patents bearing date as aboveſaid, and Inrolled in his Majeſties high Court of *Chancery*, a Copy whereof is hereunto annexed, more fully and at large may appear. Now this Indenture witeſſeth, That the ſaid R. R. in Conſideration that the ſaid W. B. R. R. and J. M. have at their ſole and proper Coſt and Charge paſſed the ſaid Letters Patents under the Broad Seal, and in Conſideration that the ſaid W. B. R. R. and J. M. have lent the ſaid R.R. 100 *l.* of lawful Mony of *England*, to be repaid in manner and form, as in a certain Indenture of Articles bearing date with theſe preſents, and made between the ſaid parties to theſe preſents is limited and appointed, and for divers other good cauſes and conſiderations him thereunto moving, Hath given, granted, aſſigned and ſet over, and by theſe preſents doth clearly give, grant, aſſign and ſet over unto the ſaid W.B. R. R. and J. M. their Executors and Adminiſtrators, and to and for the only uſe and behoof

Conſideration.

Grant.

behoof of them, their Executors and Administrators, one Moiety or half part of the aforesaid described Invention of casting and spreading of Light, and also all the Right, Title, Interest of the said R. R. of the said moiety or half part, in as full and ample manner and form to all intents, constructions and purposes, as he the said R. R. by virtue of the said Letters Patents, may or might have the same, if the said Assigment or Grant had never been made, for and during the Term of 14 years mentioned in the said Letters Patents. And the said R. R. doth further by these presents constitute, authorize, nominate and appoint the said W. B. R. R. and J. M. his Assignees, Deputies and Grantees of and for the one moiety of the said Invention, according to the power given to the aforesaid R. R. by the said Letters Patents, for the Term of 14 years mentioned in the said Letters Patents. And the said R. R. doth Covenant to and with the said W. B. J. B. and J. M. that they and the said R. R. shall hereby become joynt-partners in executing and using the said Invention for the Term aforesaid, they the said W. B. R. R. and J. M. to have, take and receive one half part, or share of the whole clear profit and advantage whatsoever, that may or shall from henceforth in any way, sort or manner be made or raised, for or by reason of the new invention of casting and spreading of Light or otherwise, for or by reason thereof, as likewise one half part or share of the interest of the said Patent, the same being taken in the name of the said R. R. Notwithstanding, as for one moiety thereof, the same is agreed and declared to be in trust for the said parties, and the said R. R. to have and enjoy the other moiety thereof to his own use, and that the said R. R. his Executors and Administrators, at and upon

The Grantor and Grantees shall be Joynt-partners.

upon every reasonable requeſt of the ſaid W. B. R. R. and J. M. their Executors and Adminiſtrators, ſhall and will do, ſeal and execute all and every thing and things, Act and Acts by the ſaid W. B. R. R. and J. M. as their Councel ſhall Deviſe, for the better enſuring the one moiety of the intereſt of the ſaid Patent hereby aſſigned to the ſaid parties; and the ſaid R. R. doth for himſelf his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid W. B. R. R. and J. M. their Executors and Adminiſtrators, and the ſaid W. B. R. R. and J. M. do for themſelves their Executors and Adminiſtrators, covenant, promiſe and agree with the ſaid R. R. his Executors and Adminiſtrators, and every of the ſaid parties to theſe preſents do mutually covenant, promiſe and agree, to and with each other to the ſame in manner and form following, that neither of the ſaid parties to theſe preſents, ſhall without the conſent of the other firſt had and obtained, conſtitute, authorize or appoint any perſon or perſons to be their Aſſigns, Deputies or Agents in truſt for the making, or exerciſing the ſaid Invention or any thing belonging thereunto, but that all ſuch perſons as ſhall be aſſigned, or deputed Agents or Servants in carrying on the ſaid work, ſhall be aſſigned or deputed, and appointed by the conſent of both parties, and that neither of the ſaid parties to theſe preſents, ſhall aſſign over their reſpective intereſt in the ſaid Patent, or any part of it to any perſon or perſons whatſoever, without a tender firſt made to the other of the ſaid parties, and a refuſal of that party to whom the tender is made, to give the party ſo being minded to diſpoſe of his part, as much Mony and as great a Conſideration as any other perſon ſhall really and *bond fide* proffer.

Covenant for further aſſurance.

That neither of the parties ſhall employ any Deputies without conſent of the other.

That neither party ſhall diſpoſe of their intereſt without tender and refuſal by the other.

An

An Aſſignment of a Leaſe of a Rectory and Lands for three Lives, with Warrant of Attorny to Sue for Arrerages of Rents, and other uſual Covenants.

Recital of Leaſe.

THis Indenture made the, &c. day of, &c. in the 25 year of the Raign of *Charles* the ſecond, &c. Between R. W. of, &c. eldeſt Son of R. W. of, &c. the elder and M. his Wife, one of the Daughters of H. F. late of, &c. in the County of, &c. deceaſed of the one part, and J. B. of, &c. of the other part, witneſſeth, That whereas the ſaid H. F. deceaſed, by his Indenture of Demiſe and Leaſe lawfully executed, made between him the ſaid H. F. by the name of H. F. of, &c. in the County of, &c. the elder Eſquire of the one part, and the ſaid M. F. by the name of M. F. of, &c. aforeſaid Spinſter, one of the Daughters of the ſaid H. F. R. C. of, &c. and J. C. of, &c. in the ſaid County Gent. of the other part bearing date the day of, &c. for and upon good Conſiderations in the ſaid recited Indenture ſpecified according to a power limited to him the ſaid H. in and by certain Indentures bearing date, &c. Did demiſe, grant and to farm, let unto the ſaid M. F. his Daughter, all the Rectory or Parſonage of *Cuddington*, *alias Quiddington*, *alias Nonſuch* in the ſaid County of *Surrey*; Together with all Tythes, Oblations, Obventions, Profits, Commodities, Penſions, Portions and Appurtenances to the ſame Rectory or Parſonage belonging or appertaining, or as part, parcel or Member thereof, Leaſed, Occupied or Enjoyed, then or late in the Occupation of, &c. or his Aſſigns, To Have and to Hold the ſaid Rectory or Parſonage, and the Tythes, Oblations, Obventions, Penſions, Portions, Profits, Commodities and Appur-

Appurtenances thereunto belonging: And the ſaid Cloſes with Appurtenances called, &c. unto the ſaid M.F. the younger, her Heirs and Aſſigns for and during the ſeveral Lives of the ſaid M.F. and J. R. and G.C. and of the longeſt liver of them, Yeilding and paying therefore yearly, all the ſeveral Lives of the ſaid M.F. J. R. and G. C. to the ſaid H.F. his Heirs and Aſſigns the yearly Rent or Sum of 3 *l.* of lawful Mony of *England*, at the Feaſts of the Annunciation of *Mary* the Bleſſed Virgin, and St. *Michael* the Archangel, at or in, &c. As in and by the ſaid Indenture of Leaſe, Relation being thereunto had, may more plainly and at large appear. And whereas the ſaid M. F. after the making of the ſaid firſt recited Indenture of Leaſe, intermarried with the ſaid R. W. the elder, and is ſince dead leaving Iſſue the ſaid R. W. the younger, her Son and Heir, without making of or conſenting to any Aſſignment of the Premiſſes, or any part of them to any other, whereby all the Right and Title of her the ſaid M. in and to the Premiſſes is come unto the ſaid R.W. the younger, whereby he the ſaid R. W. the younger, is become lawfully ſeized of all and ſingular the ſaid Premiſſes for and during the ſeveral Lives of the ſaid J. R. and G. C. and of the longer liver of them. Now this Indenture further witneſſeth, That the ſaid R.W. the younger, for and in Conſideration of the Sum of 200 *l.* of lawful Mony, &c. to him in hand paid by the ſaid J. B. at and before the enſealing of theſe preſents, whereof and wherewith the ſaid R. W. doth hereby acknowledge himſelf well and truly ſatisfied and paid, and thereof and of every part and parcel thereof, doth clearly acquit, exonerte and diſcharge the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, and every them by theſe preſents, Hath given,

Conſideration

Grant. given, granted, bargained and ſold, aſſigned and ſet over, and by theſe preſents doth, &c. unto the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, The ſaid Rectory and Parſonage of *Cuddington, alias Quiddington, alias Nonſuch* in the ſaid County of *Surrey*, Together with all Tythes, Oblations, Obventions, Profits, Commodities, Penſions, Portions and Appurtenances to the ſame Rectory or Parſonage of, &c. belonging or appertaining, and alſo the ſaid Cloſes, &c. in the ſaid recited Indenture of Leaſe mentioned, to be demiſed to the ſaid M. F. together with the ſaid Indenture of Leaſe mentioned, and all the Eſtate, Right, Title, Intereſt, Power, Poſſibility, Claim and Demand whatſoever, which the ſaid R. W. hath or ought to have, or can or may by any means ask, challenge or demand, of in or to the ſaid Rectory or Parſonage, Meſſuage, Tenement, Cottage, Lands, and other the Premiſſes before mentioned, or of or to any part thereof, and the Reverſion and Reverſions, and Remainder and Remainders, of all and every the ſaid Premiſſes with the Appurtenances whatſoever, To Have and to Hold all and every the ſaid

Habendum. Rectory or Parſonage, Meſſuage, Tenement, Cottage, Lands and all other the Premiſſes whatſoever, hereby granted, or meant or mentioned to be hereby granted, with all and ſingular their Appurtenances, and every part and parcel thereof, together with the ſaid Indenture of Leaſe, and all the Eſtate, Right, Title, Intereſt, Power, Poſſibility, Claim and Demand whatſoever, which the ſaid R. W. hath or ought to have, or can or may by any means ask, challenge or demand of, in or to the ſaid Rectory or Parſonage, Meſſuage, Tenement, Cottage, Lands, or other the premiſſes, with the Appurtenances, or of, in or to any part thereof, and the Reverſion and Reverſions;

ſions, Remainder and Remainders of all and every the ſaid premiſſes to the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, unto the end of the Term, and for and during the whole term, time, and ſpace of 99 years, if the afore-mentioned J. R. and G. C. or either of them ſo long live, under the Rents and Covenants in the ſaid recited Indenture contained, to be paid and performed to them that have or ſhall have the Reverſion of the ſaid premiſſes, which Rents and Covenants, the ſaid J. B. doth hereby covenant for himſelf, his Executors and Adminiſtrators, to pay, fulfil, perform and keep. And the ſaid R. W. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid R. W. now hath full power, and good and lawful Authority to grant and aſſign the ſaid Rectory or Parſonage, Meſſuage, Tenement, Cottage, Lands, and all other the ſaid premiſſes, with the appurtenaces, to the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, for and during all the Term hereby granted in manner and form aforeſaid, notwithſtanding any act or thing done by the ſaid R. W. the younger, or M. F. Mother of the ſaid R. And that he the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, ſhall and may at all times, during the Term hereby granted, and according to the true intent and meaning of theſe preſents, peaceably and quietly have, hold, occupy and enjoy all and every the ſaid Rectory or Parſonage, Meſſuage, Tenement, Cottage, Lands, and other the premiſſes, with the appurtenances, without any manner of let, ſtop, ſuit, trouble, ejection, eviction, interruption or diſturbance of

Covenant, That Aſſignee ſhall perform the Covenants in the Leaſe.

That Aſſignor hath power to grant.

Covenant for quiet Enjoyment.

of the ſaid R. W. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, and alſo acquitted, exonerated, diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of and from all manner of former and other Bargains, Gifts, Grants, Aſſignments, Joyntures, Dowers, Judgments, Executions, Forfeitures, and of and from all other Charges and Incumbrances whatſoever, had, made, ſuffered or done, or hereafter to be had, made, ſuffered or done by the ſaid R.W. his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, or by any other perſon or perſons whatſoever. And the ſaid R. W. for him, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid R. W. ſhall and will at all times hereafter, and from time to time during the Natural life of the ſaid R. W. at the reaſonable requeſt, coſts and charges in the Law, of the ſaid J.B. his Executors, Adminiſtrators or Aſſigns, do, make, knowledge and execute, or cauſe to be made, done, knowledged and executed, all and every ſuch further act and acts, thing and things, Conveyance and Conveyances, Aſſurance and Aſſurances in the Law whatſoever, for the further aſſurance, ſurety, ſure-making and conveying of all and every the ſaid Rectory or Parſonage, Meſſuage, Tenement, Cottage, Lands, and other the premiſſes before-mentioned, with the appurtenances, and every part thereof, to the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, for and during all the Term hereby granted, as by the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, or any of them, or his or their Counſel learned, ſhall be reaſonably

Covenant for further Aſſurance.

reasonably devised, advised and required. And further, the said R.W. the younger, for the Consideration aforesaid, hath bargained and sold, and by these presents doth bargain and sell unto the said J. B. his Executors, Administrators and Assigns, all and singular the arrears of Rent, Tithes and Profits of the said Rectory, Parsonage and Premisses, which are or shall grow due and payable to the said R. W. And whereas the Tithes, Obventions, Oblations, Profits, Commodities, Portions and Pensions, belonging to the said Rectory or Parsonage, have for years last past been subtracted, detained and not paid to the said R.W. the younger, to whom of right they did belong, and all or most part of them have been received by one H. F. or his Agents; the said R. W. hath made, ordained, constituted and authorized, and by these presents doth make, ordain, constitute and appoint the said J. B. his Executors and Assigns, to be his true and lawful Attorney and Attorneys; and the said R.W. doth by these presents give and grant unto the said J. B. his Executors and Assigns, full power and authority, for or in the Name or Names of the said R. W. his Executors and Assigns, Nevertheless to the only use and behoof of the said J. B. his Executors and Assigns, to demand, make, levy, recover and receive of the said H.F. or any other person or persons, or their respective Heirs, Executors, Administrators and Assigns, or of any of them respectively, all Arrears of Rent due for the premisses, or any part thereof, to the said R.W.: And all Arrears of Tithes, Obventions, Oblations, Profits, Portions, Pensions, Commodities, Duties and Appurtenances belonging to the said Rectory, or part or parcel thereof, which have been detained, subtracted or received by them, or any of them, and which are Arrears owing,

Assignor grants Arrearages of Rents.

Authority to sue for Arrears of Rent in the Grantor's Name, and that Grantor will not discontinue or be Nonsuited, &c.

owing, due and payable, or which ought to have been paid to the ſaid R. W. and to uſe all ways and means for recovery thereof in Law or Equity; and the ſame ſo recovered, to take, detain and keep, to the only uſe and behoof of the ſaid J. B. his Executors and Aſſigns, without any Accompt to be rendred, ratifying, allowing and confirming all and whatſoever the ſaid J. B. his Executors or Aſſigns, or any of them, ſhall do, or cauſe to be done in or about the premiſſes, by virtue of theſe preſents. And the ſaid R. W. for himſelf, his Executors and Adminiſtrators, doth further Covenant with the ſaid J. B. his Executors and Adminiſtrators, not to revoke, diſallow, diſcontinue, deny or be non-ſuited in, or otherwiſe to do any thing that may be hurtful, prejudicial, or any bar or let therein, or thereunto by any means whatſoever. In witneſs, &c.

An Aſſignment of a Leaſe of Tithes to two perſons, in Truſt, for a Proviſion for a younger Son,

Recital. THis Indenture made the day of, &c. Between E. M. of, &c. Eſq; of the one part, J. J. of, &c. F. F. of, &c. and J. M. youngeſt Son of the ſaid E. M. of the other part. Whereas A. W. was in his life-time lawfully ſeized in his Demeſne as of Fee, of and in divers Tithes, as well great as ſmall, iſſuing out of divers Lands in L. in the County of Y. hereafter in theſe preſents particularly mentioned, *viz.* out of all that Field called, &c. (*So recite all the particulars*;) And being ſo ſeized, by his Indenture of Leaſe, bearing date, &c. for the Conſiderations therein mentioned, Did grant, bargain and ſell unto the ſaid E. M. his Executors, Adminiſtrators and Aſſigns, all the ſaid Tithes by the name of, &c.

all

all those his Tithes as well great as small, Fruits, Emoluments and Profits whatsoever, coming, growing, arising or renewing in L. aforesaid, in the said County of Y. which sometime heretofore did belong or appertain unto the Priory of D. in the said County of Y. Together with all and singular yearly Rent and Rents whatsoever, reserved, due or payable in, by or upon any Demise or Lease, Demises or Leases made of the premisses, or of any part thereof; To Have and to Hold all and singular the said Tithes, Fruits, Emoluments and Profits, and all and singular other the premisses, and every part and parcel thereof, unto the said E.M. his Executors, Administrators and Assigns, from the day of the Date of the said recited Indenture, for, during and unto the full end and Term of 1000 years from thence next ensuing, and fully to be compleat and ended, as in and by the said recited Indenture, relation being thereunto had amongst other Covenants, more fully at large it doth and may appear. Now this Indenture witnesseth, That the said E. M. for the Fatherly Care which he beareth to the said J.M. his Son, and for the future Maintenance of the said J.M. and to the intent and purpose that the said Tithes, Fruits, Emoluments and Premisses may be and continue for that use, intent and purpose, Hath given, granted, assigned and set-over, and by these presents Doth fully, freely and absolutely, give, grant, assign and set over unto the said J. J. and F. F. as well the said Indenture of Grant, Bargain and Sale, as also all and singular the before-mentioned Tithes, Fruits, Emoluments and Profits, with their appurtenances, and all the Estate, Right, Title and Interest of him the said E. M. of, in and to the same, and the Reversion and Reversions of thereof, and of every part thereof; To Have, *Habendum.*

Consideration.

Grant.

Hold and enjoy the ſaid Tithes, Fruits, Emoluments and Profits, and all other the premiſſes, with their and every of their appurtenances, unto the ſaid J.J. and F.F. their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the reſt and reſidue of the ſaid Term of 1000 years yet to come and unexpired in the ſaid recited Indenture of Leaſe, and for and during all the Eſtate and Eſtates, Term and Terms for years, which he the ſaid E. M. now hath to come in the ſaid premiſſes, in as large, ample and beneficial manner and form, to all intents, conſtructions and purpoſes, as he the ſaid E. M. or any claiming under him, may, might or could have, hold and enjoy the ſame. Yet nevertheleſs, upon ſpecial Truſt and Confidence, and to the only intent and purpoſe, That they the ſaid J. J. and F. F. and the ſurvivor of them, and the Executors, Adminiſtrators and Aſſigns, of the ſurvivor of them, ſhall and will permit and ſuffer the aforeſaid Tithes, Fruits, Emoluments and Profits, and all the Eſtate, Term and Time therein hereby granted, to be and continue to and for the only benefit, uſe and behoof of the ſaid J. M. and his Aſſigns: And that in caſe A. Mother of the ſaid J. M. ſhall ſurvive the ſaid E. M. That then ſhe may diſpoſe of the Profits of the ſaid premiſſes, for the nurture, education and maintenance of the ſaid J. M. until he ſhall be of competent Age, to manage, uſe and diſpoſe of the ſaid premiſſes for his own maintenance, uſe and benefit: And that then he may ſo do, act and enjoy the Rents, Iſſues and Profits of the ſame, without the let, hindrance or contradiction of them the ſaid J. J. and F. F. for either of them, or of any perſon or perſons whatſoever, lawfully claiming, or which hereafter ſhall or may lawfully claim the ſame premiſſes,

The Truſts.

In Truſt for the Son.

Education by the Mother.

miſſes, or any part thereof, or any intereſt in the ſame, or any part thereof, by, from or under them the ſaid J. J. and F. F. or either of them, their or either of their Executors, Adminiſtrators and Aſſigns, or any of them. And the ſaid J. F. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, Doth covenant, promiſe and grant to and with the ſaid E. M. his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid J. J. for his part, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and will at all time and times hereafter, during the reſidue and remainder of the ſaid Term of 1000 years, employ, permit and ſuffer the ſaid Tithes, Fruits, Emoluments and Profits, with their appurtenances, and all and every the premiſſes hereby given, granted and aſſigned, to be employed, had and taken, and to continue to and for the uſe and uſes by theſe preſents appointed, limited, intended and declared, without any let, ſuit, trouble, moleſtation, denial or contradiction of him the ſaid J. J. his Executors, Adminiſtrators or Aſſigns, or of any of them, or of any other perſon or perſons whatſoever, lawfully claiming, or which ſhall or may lawfully claim the ſame premiſſes hereby granted, or any part thereof, by, from or under them, or any of them. (*The like Covenant* verbatim *from F. F.*) In witneſs whereof, &c.

Truſtees covenant to perform the Truſts.

A good Aſſignment by a Surviving Adminiſtratrix of a Mortagage for years forfeited.

THis Indenture made, &c. Between J. D. of, &c. Eſquire, and *Dorothea* his Wife, the laſt Surviving Adminiſtratrix of the Goods and Chattels of S. W. late of, &c. Gentleman deceaſed, of the one part, and L. K. of, &c. Doctor in Phyſick of the other part. Whereas N. N. of, &c. by his Indenture of Leaſe made between him the ſaid N. N. of the one part, and the aforeſaid S. W. of the other part, bearing date the day of in the year of our Lord, &c. for and in Conſideration of 200 *l.* of lawful Mony of *England*, therein mentioned to be paid by the ſaid S. W. to the ſaid N. N. Did Demiſe, Grant, Set and to Farm, Let unto the ſaid S. W. his Executors, Adminiſtrators and Aſſigns, All that capital Meſſuage or Tenement ſituate lying and being in S. in the County of N. and all thoſe Cloſes or Parcels of Lands, Arable, Meadow or Paſture in S. aforeſaid, or in the Precincts, Limits or Territories of the ſame, containing in the whole by eſtimation Acres, be the ſame more or leſs, now in the Tenure or Occupation of, &c. Together with all Houſes, Outhouſes, &c. To Have and to Hold the ſaid Premiſſes and every part thereof, unto the ſaid S. W. his Executors, Adminiſtrators and Aſſigns, from the day of the date of the ſame Indenture, for, during and unto the full end and Term of 1000 years from thence next following, fully to be compleat and ended. Yielding therefore yearly during the ſaid Term unto the ſaid N. N. his Heirs and Aſſigns, one Pepper corn yearly upon the Feaſt day of St. *Michael* the Archangel, if the ſame be lawfully demanded, with divers other Covenants,

Recital of the Mortgage.

Habendum.

Covenants, Clauſes and Agreements on the part and behalf of the ſaid N. N. to be done and performed, and with Proviſo for Redemption of the ſame Leaſe and Premiſſes, in theſe words or to this effect following, (*viz.*) Provided always, *Proviſo.* &c. (and ſo recite the *Proviſo verbatim,*) As in and by the ſame Indenture, relation being thereunto had more fully and at large it doth and may appear: By vertue of which ſaid Leaſe the ſaid S. W. became lawfully intereſſed of and in the ſaid Demiſed Premiſſes for the Term aforeſaid redeemable as aforeſaid, and dyed thereof ſo intereſſed inteſtate, upon and after whoſe deceaſe Letters of Adminiſtration were granted, and committed by the Ordinary in that behalf of all the Goods and Chattels which were of the aforeſaid S. W. at the time of his deceaſe, to A. S. J. Wife of T. D. of, &c. and to the ſaid *Dorothea* Wife of the ſaid J. D. party to theſe preſents, By vertue whereof the ſaid A. S. in his own right, and the ſaid T. D. and T. D. and their ſaid Wives in their Wives Right became Intereſſed of and in all the ſaid Demiſed Premiſſes, for the reſt and reſidue of the ſaid Term of 1000 years, then to come and unexpired redeemable as aforeſaid. And they being ſo intereſſed, the ſaid N. N. afterwards made default of payment of the Monies, to have been paid for the Redemption of the ſaid Premiſes, according to the Proviſo for that purpoſe in the ſaid Indenture of Demiſe mentioned. Whereupon the ſaid Indenture of Demiſe became abſolute, without any Condition of Redemption of the Premiſſes. And whereas the ſaid A. S. and J. Wife of the ſaid T. D. are ſince dead, and the aforeſaid *Dorothea* is the laſt Surviving of all the ſaid three Adminiſtrators, by reaſon of which Surviving, the ſaid T. D. and *Dorothea* his Wife, in the right of the ſaid *Doro-*

thea are become wholly and solely interessed, of and in the aforesaid Indentures of Demise or Lease, and the said demised Premisses therein granted, for all the rest and residue of the said Term of 1000 years yet to come and unexpired. Now this Indenture witnesseth, That the said T. D. and *Dorothea* his Wife, Surviving Administratrix as aforesaid, for and in Consideration of the Sum of, &c. of lawful Mony of *England* to them in hand paid, at or before the ensealing and delivery of these presents, the Receipt whereof they do hereby acknowledge, and thereof and of every part and parcel thereof, do hereby acquit, exonerate and discharge the said L. K. his Executors, Administrators and Assigns, and every of them by these presents have granted, assigned and set over, and by these presents do grant, assign and set over unto the said L. K his Executors, Administrators and Assigns, as well the said recited Indenture of Demise or Lease, as also all and singular the Premisses, in and by the same Indenture demised, and all the Estate, Right, Title, Interest, Use, Claim, Possession, Property and Demand of them the said T. D. and *Dorothea* his Wife, and of either of them, of, in and to the same Premisses, by vertue of the said recited Indenture of Demise or otherwise howsoever, To Have and to Hold the same and every part thereof, to the said L. K. his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term of 1000 years yet to come and unexpired, Paying the Rent in the said Indenture of Demise mentioned, and reserved to be paid during the said Term, if it shall be lawfully demanded. And the said L. K. for himself his Heirs, Executors and Administrators, and for every of them doth Covenant, Promise and Grant to and with the said T. D. and *Dorothea* his

Considerations

Grant.

Habendum.

Reddendum.

Good Covenant that Assignee shall indemnifie Assignor against the Mortgagor.

his Wife, and either of them, their and either of their Executors and Adminiſtrators, and to and with every of them, That the ſaid *L.* K. his Heirs, Executors and Adminiſtrators or ſome of them, ſhall and will from time to time, and at all times hereafter well and ſufficiently ſave and keep harmleſs and indemnified the ſaid T. D. and *Dorothea* his Wife, and either of them, their and either of their Heirs, Executors and Adminiſtrators, and every of them againſt the ſaid N. N. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and every other perſon and perſons having and claiming, or which ſhall or may have or claim to have any Right, Title, Intereſt, Uſe, Claim and Demand either in Law or Equity, of, in or to all or any of the ſaid herein before recited, demiſed and aſſigned Premiſſes, or of, in or to any part thereof. And alſo ſhall and will from time to time, and at all times hereafter pay and diſcharge all and every Sum and Sums of Mony, Damages, Charges and Coſts whatſoever, which they the ſaid T. D. and *Dorothea* or either of them, their or either of their Executors and Adminiſtrators, or any or either of them, ſhall be put unto or occaſioned to pay for or by reaſon of any Action, Suit, or other trouble hereafter to be had and brought againſt them, or any or either of them, or to be ſuffered by them or any or either of them, for or concerning or touching this preſent Deed of Aſſignment, or the conveying and aſſigning the ſaid recited demiſed premiſſes, unto him the ſaid L. K. his Executors, Adminiſtrators and Aſſigns. In witneſs, &c.

An Assignment of a Statute, Staple, with proper Covenants.

THis Indenture made the, &c. day of, &c. Between N. O. of, &c. Esquire of the one part, and R. S. of, &c. of the other part. Whereas E. F. of, &c. on the day of, &c. by the name of, &c. did enter into and acknowledge one Obligation or Recognizance, according to the Statute made in the 23*d* year of the Reign of King *Henry* the eighth, before S. W. in the nature and of the force of a Statute of the Staple, of and for 500*l.* of good and lawful Mony of *England* to him the said N. O. As by the same Obligation or Recognizance may more at large appear. Now this Indenture witnesseth, That the said N. O. for divers good and valuable Considerations him thereunto moving, Hath Bargained, Sold, Assigned and Confirmed, and by these presents doth Bargain, Sell and Assign unto the said R. S. his Executors, Administrators and Assigns, the said Obligation or Recognizance, and all the said Sum of Mony therein mentioned, and all and every Sum and Sums of Mony thereby or thereupon due or owing, and all the Benefit, Use, Trust, Equity, Profit and Advantage, which the said N. O. hath or ought to have, receive or enjoy in Law or Equity therein or thereby. And for the better obtaining the said Moneys as occasion shall and may require, The said N. O. for the Considerations aforesaid, doth hereby make, constitute and appoint the said R. S. his true and lawful Attorny, in his name to extend or sue out any Writ or Writs of Execution, upon the said Obligation or Recognizance, upon or against the said E. F. his Heirs, Executors and Administrators, or any of his or their

Recital of the Recognizance or Statute Staple.

Grant.

their Lands, Tenements, Goods, Chattels and Hereditaments, any ways liable and ſubject thereto. And the ſaid N. O. for the Conſiderations aforeſaid, Doth hereby for himſelf, his Heirs, Executors and Adminſtrators, Covenant, promiſe and grant, to and with the ſaid R.S. his Executors and Adminiſtrators, That all and whatſoever Sum and Sums of money he the ſaid R.S. his Executors, Adminiſtrators and Aſſigns, ſhall or may lawfully obtain, get in, or receive by virtue or means of any Extent or Execution, or of any Compoſition or otherwiſe, upon or by force of the ſaid Obligation or Recognizance, he the ſaid R. S. his Executors and Adminiſtrators, ſhall and may for ever retain and enjoy the ſame to his or their own uſe or benefit, without any account or demand thereof or therefore, by or from the ſaid N. O. his Executors and Adminiſtrators. And further, The ſaid N.O. for himſelf, his Heirs, Executors and Adminiſtrators, Doth covenant, promiſe and grant, to and with the ſaid R.S. his Executors and Adminiſtrators, by theſe preſents, in manner and form following; That is to ſay, That from and at any time, and every time after any the Lands, Tenements and Hereditaments of the ſaid E.F. ſhall be extended, or delivered in extent or execution upon the ſaid Obligation or Recognizance, or by any Proceſs thereupon to be ſued in the Name of the ſaid N.O. he the ſaid N. O. ſhall and will, at the requeſt, coſts and charges of the ſaid R.S. his Executors and Adminiſtrators, make, do, ſuffer, ſign, ſeal and execute all and every lawful and reaſonable deeds, acts, matters and things, for the aſſigning and ſetting over unto the ſaid N.S. his Executors and Adminiſtrators, for his and their own uſe and benefit, or to ſuch perſon or perſons as he or they ſhall name, all ſuch Lands, Tene-

That Aſſignee ſhall enjoy to his own uſe, what he recovers by virtue of this Aſſignment.

That upon any Extent taken out and executed in the Name of Aſſignor, Aſſignor will convey the Lands, &c. extended to the Aſſignee.

Tenements and Hereditaments, and all his Eſtate therein, as ſhall happen from time to time, or at any time hereafter, to be extended, taken or delivered in Execution, upon or by virtue of the ſaid Obligation or Recognizance, or of theſe preſents, To Have and to hold the ſame during the continuance of any ſuch Extent or Execution. And further, That the ſaid N. O. hath not at any time heretofore releaſed, diſcharged or aſſigned, the ſaid Obligation or Recognizance, or the benefit thereof, nor ſhall and will hereafter at any time releaſe and diſcharge the ſame, or revoke or make void this preſent Letter of Attorney, or any power or authority therein or thereby given or granted, or do, permit or ſuffer any act, matter or thing, whereby the ſame Recognizance or theſe preſents ſhall or may become fruſtrate and void, without the conſent of the ſaid R. S. his Executors or Adminiſtrators firſt had and obtained in Writing under his or their reſpective Hands and Seals. And laſtly, That the ſaid N. O. ſhall and will from time to time, and as often as he ſhall be thereto required, at the coſts and charges of the ſaid R. S. his Executors and Adminiſtrators, avow and juſtifie all lawful Suits, Actions, Extents and other Legal proceſs and acts that ſhall or may be brought, had or proſecuted upon the ſaid Obligation or Recognizance, and ſhall and will neither releaſe or diſcharge any of them, nor enter a *Non vult ulterius proſequi*, or any other thing, ſhall permit, do, or ſuffer to defeat or fruſtrate the ſame, without the conſent of the ſaid R. S. his Executors or Adminiſtrators firſt had and obtained in Writing therefore. And he the ſaid R. S. for himſelf, his Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid N. O. That he the ſaid R. S. ſhall

That Aſſignor hath not, nor will not releaſe or diſcharge the Recognizance, nor theſe preſents revoke, &c.

But will avow all Actions, &c. brought by Aſſignee.

That Aſſignee will indemp. nifie Aſſignor againſt all Charges, Damages, &c.

ſhall and will at all times hereafter, acquit and diſcharge, or otherwiſe ſave harmleſs and keep indempnified the ſaid N. O. his Executors and Adminiſtrators, of and from all coſts, charges and damages, which they or any of them incur, pay, ſuffer, or be put unto, for or by reaſon of any Proceſs, Proſecution, or other act or thing by him the ſaid R. S. his Executors or Adminiſtrators, done or ſuffered, upon or by reaſon of the ſaid Obligation or Recognizance, in the Name of the ſaid N. O. or otherwiſe, by virtue of theſe preſents. In witneſs, &c.

An Aſſignment of a Bond by Indenture, with Covenants on each part.

THis Indenture made, &c. Between Sir T. B. of, &c. Baroner, of the one part, and W. T. of, &c. Eſq; of the other part, Witneſſeth, That the ſaid Sir T. B. for divers good Cauſes and Conſiderations him thereunto moving, Hath given, granted and aſſigned, and by theſe preſents Doth give, grant an aſſign unto the ſaid W. T. Grant. his Executors and Adminiſtrators, a certain Obligation under Seal, whereby C. M. of, &c. and J. D. of, &c. are, became and ſtand bound and indebted unto the ſaid Sir T. B. in the Penal Sum of 1200 *l.* Conditioned for payment of 600 *l.* of lawful money of *England*, on the day of, &c. which was in the Year of our Lord, &c. As by the ſaid Obligation bearing date the day of, &c. *Annoq; Dom'*, *&c.* relation being thereunto had, may appear. And theſe preſents further witneſs, That the ſaid Sir T. B. hath and Authority to doth hereby conſtitute, ordain, make, authorize Sue. and appoint the ſaid W. T. his true and lawful Attorney, in his Name, but to his own uſe and benefit, to ſue and proſecute the ſaid Obligation in

in any proper Court, againſt all and every, or any the perſons liable thereto, their Lands or Goods, and the moneys obtained by ſuch Suit, or otherwiſe, by virtue of or upon the ſaid Obligation, to retain and keep for his own uſe and benefit. And laſtly, The ſaid Sir T. B. doth by theſe preſents covenant, promiſe and grant, to and with the ſaid W. T. that he will not at any time releaſe or diſcharge the ſaid Obligation, or Revoke, alter or diſannul theſe preſents, or the authority hereby given, and that he ſhall and will at all times hereafter, upon requeſt ane charges of the ſaid W. T. make, do and ſuffer, all and every further and other reaſonable act and thing, for the further and better ſecuring the ſaid Obligation, and the benefit thereof, and the moneys thereby due or to ariſe to the ſaid W. T. his Executors or Adminiſtrators. And the ſaid W. T. for himſelf, his Executors and Adminiſtrators, Doth covenant and promiſe to and with the ſaid Sir T. B. his Executors and Adminiſtrators, That he the ſaid W. T. his Executors and Adminiſtrators, ſhall and will at all times hereafter ſave and keep harmleſs and indempnified the ſaid Sir T. B. his Lands and Goods, of and from all coſts, charges, loſſes and damages which may any wiſe happen, by reaſon of uſing his the ſaid Sir T. B's Name, in any proceſs, proſecution, or other thing, of, upon or by reaſon of the ſaid Obligation. And alſo, That he the ſaid W. S. his Executors and Adminiſtrators, ſhall and will diſcharge the ſaid Sir T. B. his Executors and Adminiſtrators, of ſo much of a certain Debt of, &c. now due and ſecured unto the ſaid W. T. by the ſaid Sir T. B. his Obligation, as the moneys ariſing or to be obtained by the ſaid W. T. his Executors or Adminiſtrators, by the Obligation hereby granted, ſhall amount unto, clear

Covenant, That Aſſignor will not Releaſe &c. but make further aſſurance on requeſt.

Aſſignee covenants to indempnifie Aſſignor againſt Damages, &c.

clear of all coſts and charges in the proſecution thereof. In witneſs whereof, &c.

An Aſſignment of a Chamber in Grays-Inn.

THis Indenture made the, &c. Between A. B. of, &c. of the one part, and C. D. of *Grays-Inn* in the County of *Middleſex* Eſq; of the other part: Whereas by Penſion Order made and dated at *Grays-Inn* in the ſaid County of *Middleſex*, on the day of, &c. which was in the *26th* year of the Reign of our Sovereign Lord King *Charles* the Second, &c. *Annoq; Dom'*, *&c.* The Benchers of the ſaid Society of *Grays-Inn*, according to the Cuſtom of the ſaid Society, Did Order, That the ſaid A. B. ſhould have a Leaſe of his Ground-Chamber, at the Weſt-end of *H. Court*, then in his poſſeſſion, for the Term of 21 years, to commence at *Lady-day* then next enſuing, under the yearly Rent of, &c. as by the ſaid Order may more at large appear. Now this Indenture witneſſeth, That the ſaid A. B. for and in Conſideration of the Sum of, &c. of lawful money of *England*, to him in hand paid before the enſealing and delivery hereof, the Receipt whereof He doth hereby acknowledge, hath granted, bargained, ſold and aſſigned, Grant. and by theſe preſents, Doth grant, bargain, ſell and aſſign to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns: All that the ſaid Chamber, being a Corner Ground-Chamber in the Weſt-end of the ſaid *H. Court*, now in the occupation of the ſaid C. D. and the ſaid Order of Penſion, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of him the ſaid A. B. of, in and to the ſame, and all the Goods and Chattels of him the ſaid A. B. now being fixed in the ſame Chamber, or any part

Habendum. part thereof: To Have and to Hold the ſaid Chamber, with the appurtenances, to the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the reſt and reſidue of One and twenty years therein yet to come and unexpired; and, To Have and to Hold the Goods and Chattels therein ſixed, and being from henceforth for ever to the only uſe and benefit of the ſaid C. D. his Executors, Adminiſtrators and Aſſigns. And the ſaid A. B. Doth by theſe preſents, for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, That he the ſaid A. B. hath good right, power and authority, to grant and aſſign the ſaid Chamber, Goods and Premiſſes, in manner herein before expreſſed, and that the ſame are clear and free of all, and all other former Gifts, Grants, Aſſignments, Executions, Forfeitures, Incumbrances, Arrears of Rent and Hearth-money, and other Duties, Penſions and Payments to the ſaid Society of *Grays-Inn*, or any the Officers or Miniſters thereof. And that he the ſaid A. B. his Executors and Adminiſtrators, ſhall and will within five years next, at the reaſonable requeſt and charges of the ſaid C. D. make and execute ſuch further acts and aſſurances, for the better aſſuring the ſaid Chamber and premiſſes to the ſaid C. D. as by him the ſaid C. D. or his Counſel ſhall be reaſonably deviſed, adviſed or required. In witneſs, &c.

Covenant, That he hath power to Grant, and that Premiſſes are free from arrears of Rent, &c.

For further Aſſurance.

An

An Aſſignment of a Mortgage for Years forfeited; the Mortgagor made a party and confirming the Aſſignment with a further Proviſo for Redemption by Aſſignor.

THis Indenture Tripartite, made the, &c. day of, &c. Between H. B. of, &c. in the County of G. on the firſt part, J. H. of B. in the County of, &c. Gent. Executor of the laſt Will and Teſtament of T. H. of, &c. deceaſed, on the ſecond part, and N. B. of, &c. in the County of *Middleſex*, on the third part. Whereas the ſaid H. B. by his Indenture bearing date the, &c. day of, &c. for the Conſideration therein mentioned, Did demiſe, grant, bargain and ſell unto the ſaid T. H. All that piece of Paſture ground, containing by eſtimation 36 Acres or thereabouts, commonly called or known by the name of K. and all thoſe two pieces of Land or Paſture adjoyning thereunto, containing 40 Acres or thereabouts, commonly called or known by the Name of L. All which ſaid Lands and Premiſſes are ſituate, lying and being within the Pariſh of N. in the ſaid County of G. and all and ſingular Hedges, Ditches, Mounds, Fences, Free-board, Hedg-trees, Ways, Paſſages, Waters and Water-courſes whatſoever, to the ſaid Lands or any part thereof, in any wiſe belonging or appertaining, lying and being within the aforeſaid Pariſh of N. in the ſaid County of, &c. or accepted, reputed, taken or known, as part or parcel of them, or any of them, or as unto them or any of them belonging: And the Reverſion and Reverſions, Remainder and Remainders, together with the yearly and other Rents, Revenues and Profits of the premiſſes, and every part and parcel thereof, To Have and to hold the ſaid

Recital of the Mortgage.

Lands, Tenements, Hereditaments and Premiſſes, unto the ſaid T. H. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 500 years, from thence next enſuing, without Impeachment of or for any manner of Waſte; Yielding and paying therefore yearly one Pepper-corn only at the Feaſt-day of St. *Michael* the Archangel, if the ſame ſhould be lawfully demanded. In which Indenture there is a Proviſo or Condition to this effect, (*viz.*) Provided always, and upon Condition, That if he the ſaid H. B. his Heirs or Aſſigns, or any of them, did or ſhould well and truly pay, or cauſe to be paid unto the ſaid T. H. his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 530 *l.* of good and lawful money of *England*, in manner and form as therein is expreſſed; That is to ſay, The Sum of 15 *l.* (part thereof) upon the firſt day of *January* next enſuing after the Date of the ſaid Indenture and the Sum of 515 *l.* (reſidue thereof) upon the firſt day of *July*, in the Year of our Lord God, &c. both the ſaid payments to be made in the Common Dining-Hall of *Grays-Inn*, in the County of *Middleſex*, without any defalcation or abatement to be made out of the ſaid Sums, or either of them, for Taxes, or for any other cauſe, matter or thing whatſoever, that then the ſaid Indenture, and the Eſtate thereby made, ſhould ceaſe, determine, and be utterly void, any thing therein contained to the contrary in any wiſe notwithſtanding, as in and by the ſaid Indenture, and the Proviſo therein contained (relation being thereunto had) more at large may appear. And whereas default was made in payment of the ſaid Sums of 530 *l.* at the days and place in the ſaid Proviſo mentioned, ſo as the Eſtate and Term for 500 years, of and in the ſaid parcels of Ground, Lands and

The *Proviſo.*

and Premiſſes became abſolute unto the ſaid T. H. And whereas alſo the ſaid T. H. did afterwards make his laſt Will and Teſtament, and did conſtitute and appoint the ſaid J. H. ſole Executor thereof, and ſhortly after died. Now this Indenture witneſſeth, That for and in Conſideration of the Sum of, &c. of good and lawful money of *England*, (being the full money, Principal and Intereſt, now due upon the ſaid Leaſe and Eſtate to the ſaid J. H.) and of 5 *s.* of like lawful money to the ſaid H. B. well and truly in hand paid by the ſaid W. B. before the ſealing and delivery of theſe preſents, the receipt of which ſaid ſeveral Sums they do hereby reſpectively acknowledge, and thereof do acquit and diſcharge the ſaid W. B. And for other good Conſiderations them thereunto moving, the ſaid J. H. by and with the direction and appointment of the ſaid H. B. teſtified by his being made a party hereunto, and his ſealing and delivery hereof, Hath bargained, ſold, aliened, aſſigned and ſet over, and by theſe preſents doth bargain, ſell, alien, aſſign and ſet over unto the ſaid W. B. all and ſingular theſe before-mentioned parcels of Land Meadow or Paſture ground, Lands, Tenements and Hereditaments, in and by the ſaid recited Indenture, intended to be demiſed and granted to the ſaid T. H. deceaſed, his Executors and Adminiſtrators, with their and every of their appurtenances, and all the Eſtate, Right, Title, Intereſt, Term for years, claim and demand whatſoever of him the ſaid J. H. by force and virtue of the ſaid recited Indenture, as Executor to the ſaid T. H. or otherwiſe howſoever together within the ſaid Indenture. And the Reverſion and Reverſions, Remainder and Remainders of the ſaid premiſſes, and all yearly and other Rents and Profits reſerved upon any

Conſideration of Principal and Intereſt due.

Grant and Aſſignment.

Habendum.

demiſe made of the ſaid premiſſes, or of any of them, To have and to hold the ſaid parcels of Ground, Lands, Tenements and Hereditaments before-mentioned and intended to be hereby aſſigned, with their and every of their appurtenances, together with the ſaid Indenture, unto the ſaid W. B. his Executors and Adminiſtrators, for and during all the reſidue and remainder of the ſaid Term of 500 years, in and by the ſaid recited Indenture mentioned to be granted, yet to come and unexpired, in as full, ample and beneficial manner, to all intents and purpoſes, as he the ſaid J.H. might have enjoyed the ſame by force and virtue of the ſaid recited Indenture, as Executor to the ſaid T.H. or otherwiſe. And the ſaid J. H. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid W. B. his Executors and Adminiſtrators, by theſe preſents, that neither the ſaid T. H. during his life, nor he the ſaid J. H. ſince his death, or either of them reſpectively, did or hath at any time heretofore committed, ſuffered or done any act, matter or thing whatſoever, whereby the ſaid premiſſes, or any of them, are or may be impeached or incumbred, in Title, Charge, Eſtate or otherwiſe howſoever. And the ſaid H. B. for the Conſiderations aforeſaid, hath ratified and confirmed, and by theſe preſents, doth ratifie and confirm unto the ſaid W.B. all thoſe the before-mentioned and intended to be hereby aſſigned Lands, Grounds, and Premiſſes, with their and every of their appurtenances; To have and to hold unto the ſaid W.B. his Executors and Adminiſtrators, during the reſidue of the ſaid Term of 500 years, hereby aſſigned, yet to come and unexpired, diſcharged of the ſaid Proviſo or Condition, and of all equitable right and intereſt from

That Grantor nor Teſtator, have done any act to incumber the premiſſes.

Confirmation of the Aſſignment for the reſidue of the Term by the Mortgagor.

from Redemption of the ſame in Law or Equity. Provided always, and it is the true intent and meaning of theſe preſents, And the ſaid W. B. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid H. B. his Heirs and Aſſigns, by theſe preſents, That if he the ſaid H. B. his Heirs, Executors or Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid W. B. his Executors or Adminiſtrators, the full and juſt Sum of 530 *l.* of good and lawful money of *England*, in manner following; (That is to ſay,) 15 *l.* part thereof, on the, &c. day of, &c. which ſhall be in the Year of our Lord God, &c. and 515 *l.* reſidue thereof, on the, &c. day of, &c. then next following; both the ſaid payments to be made in the Common Dining-Hall of *Grays-Inn*, in the County of *Middleſex*, without any defalcation for Taxes, or for any other cauſe or thing whatſoever, Then he the ſaid W. B. his Executors or Adminiſtrators, ſhall and will aſſign, transfer and ſet over unto the ſaid H. B. his Heirs or Aſſigns, or to ſuch other perſon or perſons as he or they ſhall appoint, All thoſe the ſaid parcels of Ground, Lands and Premiſſes beforementioned, and intended to be hereby aſſigned, with their appurtenances, and all his Eſtate, Right, Title and Intereſt, in and to the ſame, diſcharged of all Incumbrances by him, or by any perſon or perſons, claiming or to claim from, by or under him done or ſuffered in the mean time. And the ſaid H. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid W. B. his Executors and Adminiſtrators by theſe preſents, That he the ſaid H. B. his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid

Proviſo.

Covenant, That Aſſignor will pay the money.

W. B. his Executors or Adminiſtrators, the ſaid Sum of 530 *l.* and every part thereof, at the day and place in the Proviſo or Covenant before-mentioned, limited for payment of the ſame, without any defalcation or abatement for Taxes, or for other cauſe or thing whatſoever, according to the true intent and meaning of the ſame Covenant, and in diſcharge thereof, without fraud or covin. And alſo, That the ſaid recited Indenture of Leaſe, for the reſidue of the Term hereby aſſigned, now is, and from and after the executing of theſe preſents, ſhall be and continue a good and effectual Leaſe and Eſtate in Law, not forfeited, ſurrendred or otherwiſe avoided. And that he the ſaid W. B. his Executors, Adminiſtrators or Aſſigns, ſhall and may hold and enjoy the ſame without the let, trouble or diſturbance of them the ſaid H. B. or J. H. or of either of them reſpectively, or of any other perſon or perſons whatſoever, freed and diſcharged of all Incumbrances whatſoever, by them or either of them reſpectively done in the mean time. And alſo, That the ſaid J. H. now hath good right, full power and authority to grant and aſſign the ſame, and every part thereof, in manner aforeſaid, according to the true intent and meaning of theſe preſents. And further, That if any default ſhall happen to be made in payment of the ſaid 530 *l.* or any part thereof, contrary to the Tenor of the above-mentioned Proviſo or Covenant in that behalf, that then and from thenceforth he the ſaid W. B. his Executors or Adminiſtrators, ſhall and may hold and enjoy the ſaid Lands and Premiſſes before-mentioned, and intended to be hereby aſſigned, and receive and take the Rents and Profits thereof to his and their own uſe, during the reſidue of the Term hereby aſſigned, without the

That the Leaſe ſhall continue in force till the end of the Term.

For quiet Enjoyment.

After default of payment, Aſſignee to take the Profits.

the let or diſturbance of the ſaid H. B. and J. H. or of either of them reſpectively, or of any other perſon or perſons whatſoever. And likewiſe, That if any default ſhall happen to be made in payment of the ſaid Sum, or of any part, contrary to the Tenor of the ſame Proviſo or Covenant in that behalf, that then and from thenceforth he the ſaid H. B. and the ſaid J. H. their Heirs, Executors or Adminiſtrators, and all perſon and perſons claiming the Premiſſes, or any Eſtate or Intereſt, in or to the ſame, ſhall and will at the requeſt and charges of the ſaid W. B. his Executors, Adminiſtrators or Aſſigns, make and execute ſuch act or acts, for the ſtrengthning and making abſolute of the remainder of the Term hereby aſſigned to the ſaid W. B. his Executors and Adminiſtrators, and diſcharged of the ſaid Proviſo or Covenant, as by the ſaid W. B. his Executors or Adminiſtrators, or by his or their Counſel Learned ſhall be reaſonably deviſed or required. And laſtly, It is declared, concluded and agreed, by and between the ſaid parties to theſe preſents, That he the ſaid H. B. his Heirs or Aſſigns, ſhall and may hold and enjoy the ſaid Premiſſes, until default in payment of the ſaid Sum of 530 *l.* or ſome part thereof, at the days and place in and by theſe preſents before limited for the payment of the ſame, without the let, trouble or diſturbance of the ſaid W. B. his Executors or Adminiſtrators, and without any Account to him or them, to be had or given for the ſame. In witneſs, &c.

For further aſſurance after breach of *Proviſo*.

Aſſignor to take Profits till Breach.

Aſſignment of a Leaſe for 21 years, for ſecurity of the payment of a yearly Sum during a third perſons life.

THis Indenture made, &c. Between J. S. &c. Brother to E. M. of W. &c. on the one part, and J. H. of H. in the County of G. on the other part. Whereas the ſaid E. M. by his Indenture bearing date the firſt day of *June*, in the year of our Lord, &c. for the Conſideration therein mentioned, did amongſt other things Demiſe, Grant, Bargain, Sell, and to Farm Let unto the ſaid J. S. All thoſe Meſſuages and Tenements, &c. with all and every the Cellers, Ways, Eaſements, Paths, Paſſages, Lights, Yards, Gardens, Backſides, Buildings, Profits, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Meſſuage or Tenement, or any of them reſpectively belonging or appertaining, or therewith Uſed, Occupied or Enjoyed, and the Reverſion or Reverſions, Remainder or Remainders of the ſaid Premiſſes, and of every or of any of them, and all yearly and other Rents and Profits, reſerved upon any Leaſe made of the ſaid Premiſſes, or any part or parcel of them, To Have and to Hold the ſaid Meſſuages, Houſes, Tenements, and all and ſingular other the Premiſſes, with their and every of their Appurtenances unto the ſaid J. S. his Executors and Aſſigns, from the day of the date of the ſaid Indenture, for and during and unto the full end and Term of 21 years from thence next enſuing and fully to be compleat and ended, if the ſaid M. W. ſhould ſo long live, under the Rent of one Pepper corn only, to be paid on the Feaſt of St. *Michael* the Archangel, if the ſame ſhould lawfully be demanded, as in and by the ſaid Indenture, Relation

Recital of the Leaſe.

tions being thereunto had more at large appeareth. Now therefore this Indenture witneſſeth, That the ſaid J. S. for the ſecuring of the Sum of, &c. of good and lawful Mony of *England*, yearly to be paid unto the ſaid J. H. by the ſaid J. S. at the days and times, and in ſuch manner and form as is herein after expreſſed, and in purſuance of certain Articles of Agreement Indented Tripartite bearing date, &c. and made or mentioned to be made between the ſaid J. H. on the firſt part, the ſaid J. S. on the ſecond part, M. W. on the third part. And for and in Conſideration of the Sum of 5 *l.* of good and lawful Mony of *England*, to him in hand paid by the ſaid J. H. the receipt whereof he doth hereby acknowledge, and for divers other good cauſes and Conſiderations him thereunto moveing, Hath bargained, ſold, aliened and aſſigned, and by theſe preſents doth bargain, ſell, alien and aſſign unto the ſaid J. H. his Executors Adminiſtrators and Aſſigns, all thoſe the aforementioned, &c. ſituate and being in, &c. in the County of, &c. called and known by the name of, &c. with their and every of their Appurtenances, and all Profits, Commodities, Emoluments and Hereditaments whatſoever to the ſaid, &c. or any of them reſpectively belonging, or appertaining, or therewith occupied or enjoyed. And the Reverſion and Reverſions, Remainder and Remainders thereof, and all yearly and other Rents and Profits, reſerved upon any Demiſe made of the ſaid Premiſſes, or any part or parcel of them, To Have and to Hold the ſaid, &c. and all and ſingular other the Premiſſes, with their and every of their Appurtenances unto the ſaid J. H. his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and reſidue of the ſaid Term yet to come and unexpired,

Conſideration.

Grant.

Habendum.

Reddendum.

pired, if the ſaid M. W. ſhall ſo long live, Yeilding and paying therefore yearly, one Pepper corn only, on the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, if the ſame ſhall be lawfully demanded, Provided always, and upon Condition that if the ſaid J. S. his Executors or Adminiſtrators, or any of them ſhall well and truly pay or cauſe to be paid unto the ſaid J. H. his Executors or Adminiſtrators or any of them the full and juſt Sum of, &c. of good and lawful Mony of *England* yearly and every year during ſo many years of the ſaid Term, as he the ſaid M. W. ſhall happen to live at four Feaſts or days of payment in the year, That is to ſay, the Feaſt of the Nativity of St. *John* Baptiſt, the Feaſt of St. *Michael* the Archangel, the Nativity of our Lord God, and the Annunciation of the Bleſſed Virgin *Mary*, by equal portions, the firſt payment to begin and be made on the Feaſt of the Nativity of St. *John* Baptiſt, next enſuing after the date of theſe preſents, at the now dwelling Houſe of J. M. Goldſmith, being the ſign of the *Golden-Hind* in F. *London*; and that without any defalcation or abatement to be made out of the ſaid Sum, or any part thereof for Taxes, or for any other cauſe, matter or thing whatſoever, that then this preſent Indenture and the Eſtate hereby Aſſigned, and every clauſe, matter or thing herein contained ſhall ceaſe, determin and be utterly void, any thing herein contained to the contrary in any wiſe notwithſtanding. And the ſaid J. S. for himſelf his Heirs, Executors and Adminiſtrators, doth Covenant and Grant to and with the ſaid J. H. his Executors and Adminiſtrators by theſe preſents, that he the ſaid J. S. notwithſtanding any Act or thing by him done or ſuffered to the contrary, is at the time of the enſealing and delivery hereof,

Proviſo for the payment of an Annual Sum during a life.

Place of payment.

Covenant that Aſſignor hath power to grant.

hereof, rightfully poſſeſſed of, and in the ſaid Premiſſes for and during the Term heretofore granted, and notwithſtanding any Act as aforeſaid, hath in himſelf good right and authority, to grant unto the ſaid J. H. according to the purport, intent and true meaning of theſe preſents, and that from and after the breach of the Proviſo before mentioned, it ſhall and may be lawful to and for the ſaid J. H. his Executors and Adminiſtrators, and every of them, to enter into the before leaſed or mentioned, or intended to be aliened and aſſigned Premiſſes, and every of them, and the ſame, and every part and parcel of them lawfully and quietly to have, hold, poſſeſs and enjoy without the let, trouble, eviction or diſturbance of him the ſaid J. S. his Executors or Adminiſtrators, or any of them, or of any other perſon or perſons, claiming from, by or under him, them or any of them, or from, by or under one Extent, made by virtue of an *Elegit*, or other Proceſs taken out upon a Judgment for the Sum of, &c. or ſome other Sum ſince due from the ſaid M. M. unto one J. H. of, &c. And alſo that he the ſaid J. S. until the Poſſeſſion of the ſaid Premiſſes ſhall be evicted from them, or the ſaid J. H. by ſome perſon or perſons not claiming the ſame, by or under him the ſaid J. S. or the ſaid Extent ſhall and will yearly and every year during the ſaid Term, if the ſaid M. W. ſhall ſo long live well and truly ſatisfie, and pay unto the ſaid J. H. his Executors or Adminiſtrators, the ſaid Sum of, &c. and every part thereof on the ſeveral days, and at the place in the ſaid Proviſo, or Condition mentioned, without making any defalcation or abatement out of the ſame by reaſon of Taxes, or for any other cauſe or matter whatſoever, according to the purport, intent and true meaning

After breach of *Proviſo* Grantee to enter and enjoy free from all diſturbance by the Grantor or under an extent by *Elegit* upon Judgment.

Covenant for payment.

of

Till default of payment grantor to enjoy.

of the said Proviso, and in full satisfaction and discharge thereof. And lastly, The said J. H. for himself his Heirs, Executors and Administrators, doth Covenant and Grant to and with the said J. S. his Executors and Administrators, by these presents, that until default made in payment of the said, &c. or some part thereof, contrary to the purport, effect and true meaning of the said Proviso, it shall and may be lawful to and for the said J. S. his Executors and Administrators, to continue the Possession of the said Premisses, and of every part and parcel of them, and to receive the Rents, Issues and Profits of the same, without the let or trouble of him the said J. H. his Executors and Administrators, or any other person, claiming, from, by or under him or his Estate, or from, by or under any Exent, or other Process, taken or to be taken out upon a Judgment of, &c. besides cost of Suit recovered by the said J. H. against the said M. W. and by him assigned unto his Majesty, and without any account to be made to him, them or any of them for the same. In witness, &c.

Assignment of a Lease made by Major and Commonalty of, &c. and accrewing to the Grantors Wife by Devise, to be void upon payment of Mony, with Special Covenants.

An Assignment of a Lease, and to be void upon payment of a Sum of Mony.

THis Indenture made, &c. Between S. E. of, &c. and D. his Wife of the one part, and J. G. of L. of the other part. Whereas the Major and, &c. of the City of *London*, by their Indenture of Lease, under their Common Seal bearing date, &c. which was in the year of our Lord God, &c. for the Considerations therein mentioned, Did Demise and to Farm Let, unto

Recital.

M.

M. S. late of L. Widow deceaſed, ſometimes the Wife of J. W. C. S. &c. All that Meſſuage or Tenement, with the Appurtenances then in the Tenure or Occupation of the ſaid M. S. or her Aſſigns, ſituate and being in, &c. containing in length, &c. with all Buildings, Rooms and Edifices thereupon made and erected, except as in the ſaid recited Indenture of Leaſe is excepted, To Have and to Hold the ſaid Meſſuages or Tenements, except as in the ſaid recited Indenture of Leaſe is excepted unto the ſaid M. S. her Executors, Adminiſtrators and Aſſigns, from the Feaſt of, &c. then laſt paſt, before the date of the ſaid recited Indenture of Leaſe, unto the full end and Term of, &c. from thence next enſuing, and fully to be compleat and ended. Yeilding and paying therefore yearly during the ſaid Term, unto the ſaid Major and Commonalty, and C. S. and their Succeſſors, at or in, &c. the Sum of, &c. of lawful Mony of *England*, at the four Feaſts or Terms in the year, in and by the ſaid recited Indenture particularly mentioned, by even and equal portions; As in and by the ſaid recited Indenture of Leaſe, (amongſt divers others Covenants, Conditions and Agreements therein contained,) more at large it doth and may appear. And whereas the ſaid M. S. in and by her laſt Will and Teſtament bearing date, &c. Did give and bequeath the ſaid recited Indenture of Leaſe and Premiſſes before mentioned, unto her Son J. W. for his life, and after his deceaſe to his Children, which J. W. the Son being ſince deceaſed, the ſaid recited Indenture of Leaſe and Premiſſes, is now by force and vertue of the ſaid laſt Will and. Teſtament aforeſaid, lawfully come to the hands and poſſeſſion of the ſaid D. the Wife of the ſaid S. E. ſhe being the Daughter and only Child of the ſaid

ſaid J. W. the Son, or unto the ſaid S. E. her Husband in her right. Now this Indenture witneſſeth, That the ſaid E. S. and D. his Wife, for and in Conſideration of the Sum of, &c. of lawful Mony of *England*, to them in hand at or before their Sealing and Delivery of theſe preſents, by the ſaid J. G. well and truly paid, the receipt whereof, they the ſaid E. S. and D. his Wife, do hereby acknowledge, and hereof, and of every part and parcel hereof do clearly Acquit, Exonerate and Diſcharge the ſaid J. G. his Executors and Adminiſtrators, and every of them for ever by theſe preſents, Have granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents do grant, bargain, ſell, aſſign and ſet over unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, as well the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenements and Yard, and all Buildings, Rooms and Edifices made and erected, As alſo all the Eſtate, Right, Title, Intereſt, Term of years to come and unexpired, property, claim and demand whatſoever of them the ſaid E. S. and D. his Wife, or either of them, of, in, to or out of all and ſingular the Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, by force, vertue or means of the ſaid recited Indenture of Leaſe and laſt Will and Teſtament aforeſaid, or either of them, or otherwiſe howſoever, To Have and to Hold the ſaid Meſſuage or Tenements, Yard, Buildings, Rooms and Edifices, and all and ſingular other the Premiſſes, with the Appurtenances by the ſaid recited Indenture of Leaſe demiſed, and herein before mentioned to be hereby granted, bargained, ſold, aſſigned and ſet over unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the reſt

Grant.

Habendum.

reſt and reſidue of the ſaid Term of, &c. in the ſaid recited Indenture of Leaſe mentioned, yet to come and unexpired, And the ſaid E.S. for the Conſiderations aforeſaid doth by theſe preſents further bargain and ſell unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, All thoſe their ſix Dying Fats, now remaining and being in or about the ſaid Meſſuage, Tenements and Premiſſes, and let with the ſame, or belonging thereunto, To Have and to Hold the ſaid ſix Dying Fats, with the Appurtenances unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe and uſes, and as his and their own proper Goods and Chattles for ever. Provided always, and upon Condition that if the ſaid E. S. and D. his Wife, or either of them, their, or either of their Executors, Adminiſtrators and Aſſigns, or any of them ſhall well and truly pay or cauſe to be paid unto the ſaid J. G. his Executors, Adminiſtrators or Aſſigns, at or within, &c. the Sum of, &c. of lawful Mony of *England*, in manner and form following; (that is to ſay,) On the, &c. next enſuing the date hereof, the Sum of, &c. and on the, &c. which will be in the year of our Lord, &c. the Sum of, &c. reſidue and in full payment of the ſaid Sum of, &c. Then the grant, bargain, ſale and aſſignment of the premiſſes hereby made, and every thing elſe herein contained, on the part and behalf of the ſaid S. E. and D. his Wife, or either of them, their, or either of their Executors or Adminiſtrators, granted, or to be performed, ſhall ceaſe, determin and be utterly void and of no effect, to all intents and purpoſes whatſoever, This Indenture or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding, And that alſo the ſaid J. G. his Executors, Adminiſtrators or

Grant of Dying Fats.

Proviſo.

Delivery up of the Writings and a Bond of Covenants.

or Aſſigns, ſhall and will redeliver, or cauſe to be delivered up unto the ſaid E. S. and D. his Wife, or one of them, their, or one of their Executors or Adminiſtrators, the ſaid recited Indenture of Leaſe, and all other Writings now delivered into the hands, cuſtody or poſſeſſion of the ſaid J. G. and which are particularly mentioned and expreſſed in a Schedule or Inventory hereunto annexed, ſafe and uncancelled, for, and notwithſtanding any witting or willing act, or thing to be committed or done by the ſaid J.G to the contrary; Together with that part of theſe Preſents, which is under the hand and ſeal of the ſaid E.S. and D. his Wife, and one Bond or Obligation of the penalty of, &c. entered or to be entred into by the ſaid E S. and D. his Wife, unto the ſaid J. G. for payment of the ſaid Mony, and for performance of the Covenants, Grants, Articles and Agreements herein contained, on the part and behalf of the ſaid S. E. and D. his Wife, or either of them, their, or either of their Executors or Adminiſtrators, to be holden, kept and performed, cancelled or to be cancelled; And the ſaid E. S. for himſelf and the ſaid D. his Wife, and for his and her Executors Adminiſtrators and Aſſigns, Doth covenant, promiſe, grant and agree to and with the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, by theſe preſents in manner and form following; (that is to ſay,) That they the ſaid E.S. and D. his Wife, or one of them, their, or one of their Executors, Adminiſtrators or Aſſigns, or ſome of them ſhall and will well and truly pay, or cauſe to be paid unto the ſaid J. G. his Exeutors, Adminiſtrators or Aſſigns, the ſaid Sum of, &c. at the place, and on the ſeveral days and times of payment hereof above mentioned, in manner and form aforeſaid; According to and in performance of the

Covenant to pay the Mortgage Mony.

the said Proviso or Condition aforesaid, and of the true intent and meaning of these presents; And that the said recited Indenture of Lease, hereby assigned and set over, at the time of the sealing and delivery of these presents, is a good, lawful and sufficient Lease and Grant in the Law, of and for all and singular the said Messuages or Tenements, Yards and Premisses hereby mentioned to be demised, for and during all the rest and residue of the said Term of, &c. thereby granted or letten, yet to come and unexpired; and that the said recited Indenture of Lease now is and standeth in full force and effect. And also, That the said S.E. and D. his Wife, or one of them, at the time of their Sealing hereof, have or hath in them, or one of them, full Power, good Right, true Title, and lawful Authority, to grant, bargain, sell, assign and set-over the said recited Indenture of Lease, and the said Messuage or Tenement, Yard and Premisses herein before-mentioned to be hereby granted, bargained, sold, assigned and set-over unto the said J.G. his Executors, Administrators and Assigns, in manner and form aforesaid. And further, That it shall and may be lawful to and for the said J.G. his Executors, Administrators and Assigns, from and after default shall be made of or in payment of the said Sum of, &c. or any part thereof at the place, and on either of the said Days of payment aforesaid, contrary to the true intent and meaning of the said Proviso or Condition aforesaid, peaceably and quietly to have, hold, occupy, possess and enjoy the said Messuage or Tenement, Yard, Dying-Fats, and all and singular other the premisses respectively, with the appurtenances, and every part thereof, and to receive and take the Rents, Issues and Profits of the same, to his and their

That the Original Lease is a good Lease.

Covenant, That the Grantors have good Right.

That the Grantee on default of payment shall quietly enjoy, &c.

own proper uſe and uſes, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid Term of, &c. by the ſaid recited Indenture of Leaſe granted or letten, without the let, ſuit, trouble, denial, expulſion, eviction or interruption, of or by the ſaid S. E. and D. his Wife, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons whatſoever. And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid S. E. and D. his Wife, their Executors, Adminiſtrators or Aſſigns, ſufficiently ſaved and kept harmleſs and indempnified, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Aſſignments, Mortgages, Surrenders, Forfeitures, Re-entries, Rents, Arrearages of Rents, and of and from all and every other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever: Except the Rents, Covenants, Conditions and Agreements, in and by the ſaid recited Indentures of Leaſe, reſerved and contained, which from and after ſuch default of payment made, ſhall on the Tenant or Leſſees part and behalf of the premiſſes, grow due to be paid, kept and performed; And alſo, Except one Leaſe by Indenture bearing Date, &c. made of part of the premiſſes, by and from the ſaid S.E. unto A.W. of L. Widow, for the Term of, &c. commencing from, &c. if the ſaid A. W. ſo long remain a Widow, for and under the yearly Rent of, &c. of lawful money of *England*, thereby reſerved payable Quarterly, by even and equal portions; which ſaid yearly Rent of, &c. ſhall and may from and after ſuch default of payment made of the ſaid Sum of, &c. or any part thereof, grow due and payable

Free from Incumbrances.

Except, &c.

payable unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and reſidue of the ſaid Term of, &c. by the ſaid Excepted. ed Indenture of Leaſe granted, which ſhall be then to come and unexpired. And moreover, That until default ſhall be made of or in payment of the ſaid Sum of, &c. or any part thereof, at the place, or on either of the ſeveral Days of payment thereof above-limited, contrary to the true intent and meaning of theſe preſents. And until the ſaid That the J. G. his Executors, Adminiſtrators or Aſſigns, Grantor ſhall ſhall enter into, and receive and take the Rents perform the and Profits of the premiſſes, by virtue of theſe Covenants and preſents, they the ſaid S. E. and D. his Wife, Payments in the Original ſhall and will well and truly pay, perform, fulfil Leaſe, till the and keep all and ſingular the Rents, Sum and Grantees entry. Sums of money, Payments, Covenants and Agreements, in and by the ſaid recited Indenture of Leaſe reſerved, contained, mentioned and expreſſed, which on the Tenant or Leſſees part and behalf ſhall grow due, to be done, kept, paid and performed. And laſtly, The ſaid J. G. for him, his Executors, Adminiſtrators and Aſſigns, Doth covenant, promiſe, grant and agree to and with the ſaid S. E. and D. his Wife, their Executors, Adminiſtrators and Aſſigns, by theſe pre- And ſhall en- ſents, That they the ſaid S. E. and D. his Wife, joy 'till default their Executors, Adminiſtrators and Aſſigns, ſhall of payment. or may, until default ſhall be made for or in payment of the ſaid Sum of, &c. or any part thereof, at the place or on either of the ſeveral Days of payment above-mentioned, contrary to the true meaning of theſe preſents, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſnage or Tenement, Yard, Dying-Fats, and all other the premiſſes, with the appurtenances, and every part thereof, and receive and take the Rents, Iſſues and Profits of the ſame

to his and their own proper uſe and uſes, without the let, ſuit, trouble or interruption of or by him the ſaid J. G. his Executors, Adminiſtrators or Aſſigns, or any of them. In witneſs,&c.

An Aſſignment and Mortgage of two Leaſes of Ground in London, *with good Covenants.*

THis Indenture made,&c. Between W.C. of, &c. of the one part, and T.C. of the other part. Whereas by Indenture bearing date, &c. made, or mentioned to be made, between T. H. Doctor of Divinity and the Churchwardens and ſeveral other Pariſhioners of the Pariſh of, &c. of the one part, and the ſaid W.C. of the other part; They the ſaid Parſon, Churchwardens and Feoffees, for the Conſideration therein mentioned, and according to and in purſuance of an Order made at *W.* &c. Did demiſe, grant and to Farm-let unto the ſaid W.C. all that Foundation and parcel of Ground whereupon the late Dwelling, &c. burnt and conſumed by the late dreadful Fire, lately ſtood, ſituate, &c. and containing from, &c. all and ſingular Ways, Paſſages, Profits and Commodities whatſoever, to the ſaid Foundation and parcel of Ground belonging or appertaining, which ſaid Foundation or parcel of Ground lieth between the Foundation and Ground of,&c. To Have and to Hold the ſaid Foundation, &c. unto the ſaid,&c. for and during the Term of, &c. from thence next enſuing,and fully to be compleat and ended; Yielding and paying, &c. as in and by the ſaid recited Indenture of Leaſe (amongſt divers Covenants and Agreements therein contained) more at large it doth and may appear. And whereas the Major, Commonalties and Citizens of the City of *London*, Governours of the Poſſeſſions,&c. by

Recital of the firſt Leaſe.

Recital of the ſecond Leaſe.

by their Indenture of Lease under their Common Seal, bearing date, &c. for the Considerations therein mentioned, Did demise, lease, grant, betake and to Farm-let unto the said W.C. his Executors, Administrators and Assigns, all that their Plot of Ground, with the appurtenances to the same belonging, situate in St. *Peters* Parish *Cornhill*, which Plot of Ground is bounded, set-out and described by a certain Plot or description thereof to the said last recited Indenture annexed; upon which Plot heretofore stood, &c. late in the tenure or occupation of, &c. and all Ways, Passages, Lights, Easements, Profits, Commodities, Hereditaments and Appurtenances to the said Premisses belonging or appertaining; To Have and to Hold all and singular the said Plot of Ground and Premisses, by the said last recited Indenture of Lease demised, for and during the Term, &c. Yielding and paying therefore, &c. as in and by the said last recited Indenture of Lease, &c. relation being thereunto had, may more at large appear. And whereas the said W.C. hath lately erected and built upon the said Plots or Parcels of Ground, by the said several recited Indentures demised, two Messuages or Tenements, according to the several Covenants and Agreements therein particularly contained, now in the several Tenures or Occupations of, &c. Now this Indenture witnesseth, That the said W. C. for and in Consideration of the Sum of 500 *l.* of lawful money of *England*, to him in hand, at and before the sealing and delivery of these presents, by the said T. C. well and truly paid, the Receipt whereof the said W. C. hereby acknowledgeth, and thereof and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said T. C. his Executors and Administrators, and

Ground-Plot described in a Schedule.

Recital of the new erected Buildings.

Consideration.

Grant.

every of them for ever, by these presents, Hath granted, bargained, sold, assigned and set-over, and by these presents Doth grant, bargain, sell, assign and set-over, as well the said two several recited Indentures of Lease, and the said several Plots and Parcels of Ground thereby respectively demised, and all Messuages, Tenements and Buildings thereupon erected and built, with their and every of their Appurtenances; as also all the Estate, Right, Title, Interest, Term and Terms of years to come and unexpired, property, claim and demand whatsoever, of him the said W. C. of, in, to or out of all and singular the premisses, and every part and parcel thereof, with their and every of their Appurtenances, by force, virtue or means of the said recited Indentures of Lease, or either of them, or of any Decree made by the Court of Judicature, &c. To Have and to Hold the said Plots and Parcels of Ground, &c. from henceforth, for and during all the rest and residue of the said several Terms of years, by the said two several and recited Indentures of Lease respectively granted, yet to come and unexpired. And the said W. C. for himself, his Executors, Administrators and Assigns, Doth covenant, grant and agree, to and with the said T. C. his Executors, Administrators and Assigns, by these presents, That these two several recited Indentures of Lease hereby assigned and set-over, or mentioned to be assigned and set-over at the time of the sealing and delivery of these presents, is, are and be good lawful and sufficient Leases and Grants in the Law, of and for the said Plots and Parcels of Ground, and the said Messuages or Tenements built upon the same, and all and singular other the Premisses thereby respectively mentioned to be demised, for and during all the rest and residue of the said several

Habendum.

Covenant, That the Original Leases are good Leases.

ſeveral Terms of years hereby reſpectively granted or letten, yet to come and unexpired, and are not forfeited or ſurrendred, but now are and be in full force and virtue. And that the ſaid W. C. at the time of the ſealing hereof hath in himſelf full power, good right, true title, and lawful and abſolute authority to grant, bargain, ſell, aſſign and ſet over the ſaid two recited Indentures of Leaſe, And the ſaid Meſſuages or Tenements and Premiſſes herein before mentioned, to be hereby granted, bargained, ſold, aſſigned and ſet over and every part thereof, unto the ſaid T. C. his Executors Adminiſtrators and Aſſigns, in manner and form aforeſaid. Provided always, and upon Condition, That if the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, ſhall well and truly cauſe to be paid unto the ſaid T.C. his Executors, Adminſtrators or Aſſigns, at or in the now truly payor dwelling houſe of, &c. the ſeveral Sums of lawful Mony of *England* hereafter mentioned, amounting in the whole to the Sum of 530 *l.* on the ſeveral days of payment herein after expreſſed; (that is to ſay,) On the, &c. and on, &c. and on, &c. reſidue and in full payment of the ſaid Sum of, &c. without any default or abatement to be made, for, or in reſpect of any Taxes or Aſſeſſments whatſoever, to be Impoſed upon the Premiſſes by Authority of Parliament, or of the Common Councel of the City of *London*, or otherwiſe howſoever; Then the grant, bargain, ſale and aſſigment of the premiſſes hereby made, and every thing elſe herein contained, on the part and behalf of the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, granted, or to be performed, ſhall ceaſe, determin and be utterly void to all intents and purpoſes; this Indenture or any thing herein contained to the contrary hereof, in any wiſe notwithſtanding.

That the Grantor hath good right.

The *Proviſo.*

And then also the said T. C. his Executors, Administrators or Assigns, shall and will redeliver, or cause to be delivered up unto the said W. C. his Executors or Administrators, the said several recited Indentures of Lease, safe, whole and uncancelled, for, and notwithstanding any witting or willing act, or thing to be committed or done to the contrary, Together with that part of these presents, which is under the Hand and Seal of the said W. C. and one Bond or Obligation of the penalty of 1000 *l.* entered or to be entered into by the said W. C. unto the said T. C. for payment of the said several Sums of Mony aforesaid, in manner and form aforesaid, and for performing the Covenants and Agreements herein contained, on the part and behalf of the said W. C. his Executors or Administrators, to be holden, kept and purformed, cancelled or to be cancelled. And the said W. C. for himself his Executors, Administrators and Assigns, Doth covenant, promise, grant and agree, to and with the said T. C. his Executors, Administrators and Assigns, by these presents, in manner and form following; (that is to say,) That the said W. C. his Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said T. C. his Executors, Administrators, the said Sum of, &c. before mentioned at the place, and at the several days of payment thereof before expressed, in manner and form aforesaid; According to and in purformance of the Proviso, or condition aforesaid: And further, That it shall and may be lawful to and for the said T. C. his Executors, Administrators and Assigns, from and after default shall be made of or in payment of the said Sum of, &c. or any part thereof at the place, or on any part of the said several

The Writings to be delivered upon.

Mortgage or to pay the Mony.

Upon default the Grantee to enter and enjoy.

ral days of payment thereof above mentioned, contrary to the true intent and meaning of the ſaid Proviſoes and Conditions aforeſaid, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy the ſaid ſeveral Plots or parcels of ground, and the ſaid Meſſuages or Tenements built thereupon as aforeſaid, and all and ſingular the Premiſſes with the Appurtenances herein before mentioned to be hereby granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, and to receive and take the Rents, Iſſues and Profits of the ſame, to his and their own proper uſe and uſes, for and during all the reſt and reſidue which ſhall be then to come, and unexpired of the ſaid ſeveral Terms of years, by the ſaid ſeveral recited Indentures of Leaſe, granted or mentioned to be granted, without any let, ſuit, denyal, trouble, expuſilon, eviction or interruption, of or by the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever. And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or by the ſaid W. C. his Executors, Adminiſtrators or Aſſigns, ſufficiently ſecured and kept harmleſs and indempnified of, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Aſſignments, Surrenders, Forfeitures, Reentries, Rents and Arrearages of Rents, and of, and from all and every other Eſtates, Titles, Troubles, Charges and Incumbrances is whatſoever, Except the Rents, Covenants, Conditions and Agreements, in and by the ſaid ſeveral and recited Indentures of Leaſe, reſpectively reſerved and contained, which from and after ſuch default of payment made, ſhall on the Tenant or Leſſees part and behalf of the Premiſſes, grow due to be paid, kept and

And free from Incumbrances.

per-

performed, And also except one Lease by Indenture bearing date the, &c. made of part of the said Premisses, by and from the said W. C. unto J. P. of, &c. for the Term of, &c. commencing from, &c. for and under the yearly Rent of, &c. of lawful Mony of *England*, thereby reserved, payable quarterly by equal portions, which said yearly Rent of, &c. shall and may from and after such default of payment made of the said Sum of 530 *l.* or any part thereof, grow due and payable unto the said T. C. his Executors, Administrators and Assigns, for and during all the then rest, and residue of the said Term of, &c. by the said Indenture of Lease granted, which shall be then to come and unexpired, And moreover that until default shall be made, of, or in payment of the said Sum of 530 *l.* or any part thereof, at the place or on either of the said several days of payment thereof above limited, contrary to the true intent and meaning of these presents. And until the said T. C. his Executors, Administrators or Assigns, shall enter into, and receive and take the Rents and Profits of the Premisses, by vertue of these presents, he the said W. C. his Executors, Administrators or Assigns, shall and will well and truly hold, pay, perform, fulfil and keep all and singular the Rents, Sum and Sums of Mony, Payments, Covenants and Agreements, in, and by the said several recited Indentures of Lease respectively reserved, contained, mentioned and expressed, which on the Tenant or Lessees part and behalf, by vertue of the said Indenture of Lease, or by vertue of any Decree made by the said Court of Judicature, shall grow due to be paid, done, kept and performed. And lastly, The said T. C. for him his Executors, Administrators and Assigns, doth covenant, promise, grant

Mortgagor to enjoy till default of payment, and till then to perform the Covenants and payments in the original Lease.

Assignments.

grant and agree to, and with the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That he the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, ſhall or may until default ſhall be made of, or in payment of the ſaid Sum of 530 *l.* or any part thereof at the place, or on either of the ſeveral days of payment above mentioned, contrary to the true meaning of theſe preſents, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Plots or parcels of ground, and the ſaid Meſſuages or Tenements built upon the ſame, and all other the Premiſſes with the Appurtenances and every part thereof, and receive, and take the Rents, Iſſues and Profits of the ſame, to his and their own proper uſe and uſes, without any let, ſuit, trouble or interruption, of, or by him the ſaid T. C. his Executors, Adminiſtrators or Aſſigns, or any of them. In witneſs, &c.

An Aſſignment of a Leaſe for 1000 *years Mortgaged and Forfeited, in truſt and in purſuance of a Mortgage in Fee of the ſame Premiſſes, and upon payment the Truſtee to Releaſe.*

THis Indenture made between D. B. of, &c. Son and Heir of W. B. late, &c. deceaſed, and W. W. of, &c. R. W. of, &c. of the one part, And J. G. of, &c. and T. C. of, &c. of the other part. Whereas the ſaid W. B. deceaſed, and the ſaid D. B. by their Indenture of Leaſe, bearing date, &c. for and in Conſideration of the Sum of 2000 *l.* of lawful Mony of *England*, Did grant, bargain, ſell, and to farm let unto F. A. of L. Eſquire, his Executors, Adminiſtrators and Aſſigns, all that Meſſuage or Tenement with, &c. ſituate in, &c. containing by eſtimation 116 Acres more or leſs, And all Barns, Stables, Outhouſes, Recital.

houſes, Yards, Courts, Curtillages, Orchards, Gardens, Lands, Tenements, Paſtures, Feedings, Woods, Underwoods, Waſts, Ways, Eaſements, Profits, Commodities, Emoluments, Advantages and Appurtenances to the ſaid Meſſuage or Tenements, belonging or appertaining, or then, or at any time, uſed, or occupied with the ſaid Meſſuage or Tenement, or accounted, or reputed as part, parcel or member thereof, which ſaid Meſſuage or Tenement and Premiſſes then were in tenure, occupation or poſſeſſion of, &c. his under Tenants or Aſſigns (ſince deceaſed) and now in the tenure of, &c. or his Aſſigns, *Habendum.* To Have and to Hold the ſaid Meſſuage or Tenement and Premiſſes to the ſaid F. A. his Executors Adminiſtrators and Aſſigns, for and during the full Term of One thouſand years, fully to be compleat and ended, ſubject nevertheleſs to a certain Proviſo or Condition in the ſaid mentioned Indenture ſpecified for the Sum of 200*l.* to the ſaid F.A. his Executors, Adminiſtrators or Aſſigns, at ſuch times as in the ſaid recited Indenture, which ſaid 2000 *l.* not being paid according to the ſaid Proviſo, the ſaid Leaſe became forfeited, and is now by ſundry mean Aſſignments and Conveyances in the Law, lawfully come to the hands and poſſeſſion of the ſaid R. W. for and during the reſt and reſidue of the ſaid Term of One thouſand years, by the ſaid recited Indenture of Leaſe granted, as in and by the ſaid recited Indenture of Leaſe, and the ſaid ſeveral mean Aſſignments and Conveyances thereof made, (Relation thereunto being ſeverally and reſpectively had) more at large it doth and may appear. Now this Indenture witneſſeth, That for and in Conſideration of a certain competent Sum of lawful Mony of *England*, to the ſaid W. R. in hand, at or before the enſealing

ſealing and delivery of theſe preſents, by the ſaid J.G. well and truly paid, the receipt where- The grant in
of he the ſaid R.W. doth hereby acknowledg, Truſt.
and thereof, and of every part and parcel there-
of, doth hereby acquit and diſcharge the ſaid J.
G. his Executors, Adminiſtrators, and every of
them for ever by theſe preſents, he the ſaid W.
R. at the requeſt, and by and with the conſent
of the ſaid D. E. and W. W. and alſo by the di-
rection and appointments of the ſaid J. G.
hath granted, bargained, ſold, aſſigned and ſet
over, and by theſe preſents doth grant, bar-
gain, ſell, aſſign and ſet over unto the ſaid T. C.
his Executors, Adminiſtrators and Aſſigns, all
the ſaid Meſſuage or Tenement, and the Yard
Lands, called or known by the name of, &c.
ſituate, lying and being in, &c containing by
eſtimation 116 Acres, be the ſame more or leſs
as aforeſaid, and all and ſingular other the Pre-
miſſes, with their and every of their Appurte-
nances, by the ſaid recited Indenture of Leaſe
granted, bargained, ſold and to farm let unto
the ſaid F. A. as aforeſaid, And all the Eſtate,
Right, Title, Intereſt, Term of years to come
and unexpired, Profit, Advantage, Claim and De-
mand whatſoever of him the ſaid R. W. of, in,
and to the ſaid Meſſuage or Tenement, two
Yard Lands and Premiſſes, and every part and
parcel thereof, by force, vertue or means of the
ſaid recited Indenture of Leaſe, and the ſaid
mean Aſſignmens and Conveyances in the Law,
or any of them, or otherwiſe howſoever, To *Habendum.*
Have and to Hold the ſaid Meſſuage or Tene-
ment, and two Yard Lands and Premiſſes, with
their and every of their Appurtenance unto the
ſaid T. C. his Executors, Adminiſtrators and As-
ſigns, from henceforth, for, and during all the
reſt and reſidue of the ſaid Term of One thou-
ſand

ſand years, by the ſaid recited Indenture of Leaſe granted, yet to come and unexpired; In truſt nevertheleſs for the proper uſe and benefit of him the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, and to be at his and their diſpoſing, And the ſaid R. W. for himſelf his Executors Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid J. C. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That he the ſaid R. W. or any claiming, from, by, or under him hath not done any act or Acts, thing or things whereby, or by reaſon whereof the Premiſſes or any part thereof, are or ſhall, or may be incumbred or impeached in Title, Charge, Eſtate, or otherwiſe howſoever, or by reaſon whereof the ſaid J. G. his Executors, Adminiſtrators or Aſſigns, ſhall or may be hindred or moleſted, of, or in the enjoying of the Premiſſes or any part thereof, during the reſidue of the ſaid Term of One thouſand years, yet to come and unexpired; And the ſaid J. G. for himſelf his Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid D. B. his Heirs, Executors and Adminiſtrators, by theſe preſents, That if he the ſaid D. B. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid J. G. his Executors, Adminiſtrators and Aſſigns, at or within the now dwelling houſe, &c. the Sum of 530 *l.* of lawful Mony of *England*, in manner and form following; (that is to ſay,) One the, &c. day of, &c. next coming after the date hereof, the Sum of 15 *l.* thereof, and on the, &c. day of, &c. which will be in the year of our Lord God, &c. the Sum of Five hundred and fifteen pounds reſidue, and in full payment of the ſaid Sum, &c. according to and in performance of certain Proviſos

Aſſignee, Covenants that he hath not incumbred.

Covenant that if the firſt Mortgagor pay the Mortgage mony, then the Truſtee to Reconvey to him.

viſos or Conditions contained and mentioned in one pair of Indentures of Releaſe bearing date, the day of the date of theſe preſents, made or mentioned to be made between the ſaid D. B. of the one part, and the ſaid J. G. of the other part, That then the ſaid T. C. his Executors or Adminiſtrators, ſhall at the requeſt, and coſts and charges of the ſaid D. B. his Heirs, Executors or Adminiſtrators, convey aſſign and ſet over unto the ſaid D. B. his Heirs, Executors or Aſſigns, or to ſuch other perſon or perſons, as he or they ſhall nominate and appoint, all his Eſtate, Right, Title, Intereſt, Term of years to come, Claim and Demand of, in, and to the ſaid recited Indenture of Leaſe ſo made unto the ſaid F. A. and hereby granted, bargained, ſold, aſſigned and ſet over unto him the ſaid T. C. as aforeſaid, And of, in, and to the ſaid Meſſuage or Tenement, two Yard Lands and Premiſſes, by the ſaid recited Indenture of Leaſe, bargained, ſold and to farm letten, diſcharged of and from all Incumbrances and Eſtates whatſoever, to be then before had, made or done by him the ſaid T.C. his Executors, Adminiſtrators and Aſſigns. In witneſs, &c.

Awards.

Awards.

An Award in a Controverſie about a Bond given for payment of a Wives Portion.

TO all Chriſtian People to whom theſe Preſents ſhall come: C. E. of C. and J. C. of, &c. in the County of D. ſend Greeting. Whereas there is a Suit now depending in His Majeſties High Court of *Chancery*, Between T. L. of K. in the County of K. Baronet, and others, Plaintiffs, and J. F. of W. in the ſaid County of N. Baronet, Defendant, touching a Bond of the Penal Sum of, &c. formerly entred into by W. F. late Father to the ſaid J. F. deceaſed, Conditioned for the payment of, &c. for the Marriage Portion of the ſaid G. L. now Wife of the ſaid T. L. and Daughter to the ſaid W. F. And whereas the ſaid T. L. and J. F. have now lately ſubmitted themſelves to the Award and final determination of us the ſaid C. E. and J. C. concerning the ſaid Suit, ſo far as it may relate to him the ſaid T. L. as alſo the ſaid Bond, and all right, title, intereſt, claim and demand whatſoever, which he the ſaid T. L. now hath, or at any time hereafter ſhall or may have or claim againſt him the ſaid J. F. or againſt any his Lands or Eſtate in the County of N. or elſewhere, in right of the ſaid G. his Wife, for her Portion, or otherwiſe; and likewiſe have each of them entred into a Bond of the Penalty of, &c. with Condition for the true performance of the ſaid Award.

Now

Now know ye therefore, That We the ſaid C. E. and J. C. taking upon us the Charge of the ſaid Award, and willing to make Unity and Concord between the ſaid parties concerning the Premiſſes, Have called the ſaid parties before us, and by good Advice and Deliberation have heard, examined and perfectly underſtood both Rights, Grounds and Proofs in the ſaid Premiſſes, and weighing the Effects of the Matters in Controverſie, do make and publiſh this our Award in manner following:

All Proſecution at Law to ceaſe.

Imprimis, We do Order and Award, That all further Proſecution in the ſaid Suit, between the ſaid parties, ſhall from henceforth ceaſe and determine.

To give Security to pay a yearly Rent after the death of a perſon.

Item, We do Order and Award, That the ſaid J. F. his Heirs, Executors or Adminiſtrators, within, &c. Months next after the publiſhing of this our Award, ſhall give Security to be approved by the Counſel of the ſaid T. L. to pay unto the ſaid T. L. his Executors or Adminiſtrators, the yearly Rent or Sum of, &c. of good and lawful money of *England*, for and during the Term of, &c. years, at two days of payment in the year; (That is to ſay,) the, &c. day of, &c. and the, &c. day of, &c. by equal portions; The firſt payment to begin and be made on ſuch of the ſaid days as ſhall firſt happen, next after the deceaſe of M. F. of H. in the ſaid County of N. Widow: And in the mean time, and until the commencement of the ſaid yearly Rent, That the ſaid J. F. his Executors or Adminiſtrators, ſhall yearly pay or cauſe to be paid unto - - L. Son and Heir apparent to the ſaid T. L. the yearly Rent or Sum of, &c. of like lawful money, at the two days of payment, and by equal portions as aforeſaid, the firſt payment to begin and be made on the, &c. day of, &c. which ſhall be in the year, &c. which

In the mean time to pay a yearly Rent for maintenance of the eldeſt Son.

ſaid yearly Rent of,&c. is, and by this our Award is declared to be for and towards the Maintenance and Education of him the ſaid——L. in one of the Inns of Court, in the Study of the Common Law of *England*, and is only to be and have continuance, for and until the commencement of the aforeſaid yearly Rent of,&c. to the ſaid T.L. as aforeſaid, and not for any longer or other term or time, and from thenceforth to ceaſe, determine and be void.

The firſt mentioned Sum to be for a Maintenance for younger Children.

Item, We do further Order and Award, That the ſaid, &c. ſo to be paid to the ſaid T. L. or in default thereof, the like Sum to be charged upon his Eſtate, or otherwiſe, by him raiſed, ſhall be applied to and put out for and towards a Proviſion and Maintenance for his younger Children, by the ſaid G.L. his Wife.

To give Releaſes.

Item, Laſtly, We do Order and Award, That the ſaid T. L. ſhall give ſuch Releaſes or other Legal diſcharges, as by the Counſel of the ſaid J. F. ſhall be adviſed, as well for the Releaſing of the ſaid Bond, as alſo for the barring and extinguiſhing of all ſuch Right, Title and Intereſt, as he the ſaid T. L. now hath or claimeth, or any time hereafter may have or claim in right of the ſaid G. for or concerning any Portion or yearly Rent-charge, or any groſs or other Sum whatſoever, now chargeable upon, or iſſuing out of, or hereafter to be chargeable upon, or iſſuing out of any the Lands and Eſtate of the ſaid J. F. or otherwiſe; and likewiſe before the &c. day of,&c. next enſuing the date hereof, ſhall deliver up, or cauſe and procure to be delivered up unto the ſaid J.F. his Heirs or Aſſigns, the aforeſaid Bond, and all Deeds, Evidences and Writings whatſoever, in his the ſaid T. L's cuſtody, or in the hands or cuſtody of any other perſon or perſons to his knowledge, or by his privity

To deliver up Writings.

or

or consent, which any away do or may relate to the Portion, or any other Sum or Sums of Mony or yearly Rent already due, or which hereafter may be due or payable to the said T. L. in right of the said G. and now chargeable upon or to be issuing out of any the Lands or Estate now enjoyed by the said J. F. or by any person or persons claiming under him, or any the Lands or Tenements whatsoever, which at any time heretofore were enjoyed by the said W. F. in his life time, or any person or persons claiming under him. In witness, &c.

Bargains and Sales.

A Bargain and Sale of Freehold Lands with Covenant for Grantor and his Wife levying a Fine, and other good Covenants, &c. also that Grantor will Surrender Copyhold Lands to the use of, &c.

THis Indenture made the, &c. day of, &c. Between J. W. of P. in the County of S. on the one part, and H. A. of B. in the County of E. R. G. of G. in the County of M. and J. T. of M. in the County of B. on the other part, witnesseth, That the said J. W. for and in Consideration of the Sum of, &c. of good and lawful Mony of *England*, to him in hand paid by the said H. A. R. G. and J. T. at and before the ensealing and delivery hereof, The receipt whereof he doth hereby acknowledge, and thereof and of every part and parcel thereof, doth fully, clearly and absolutely acquit, exonerate and discharge the said H. A. R. G. and J. T. Consideration.

their Heirs, Executors and Adminiſtrators, by theſe preſents, and for divers other good cauſes and conſiderations him thereunto moving, he the ſaid J. W. Hath granted, bargained, ſold, aliened, enfeoffed and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, enfeoff and confirm unto the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns for ever, all that Meſſuage or Tenement, &c. with the Appurtenances, &c. Together with all Houſes, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Fedings, Leaſows, Woods, Underwoods, Waters, Watercourſes, Commons, Commons of Paſture, Hedges, Hedg-rows, Ways, Paths, Paſſages, Eaſements, Profits, Commodites, Advantages, Emoluments and Hereditaments whatſoever, (except before excepted) to the ſaid Meſſuages or Tenements belonging, or in any wiſe appertaining or demiſed, uſed, occupied, accepted, reputed or taken to be belonging or appertaining to the ſaid, &c. Meſſuages, Tenements and Premiſſes, or to either of them, or to any part, parcel or member of them or of either of them; And the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid Premiſſes, and of every part and parcel of them, (except before excepted) and all other yearly and other Rents and Profits, reſerved upon any Demiſe or Leaſe made of the ſaid Premiſſes or of any part thereof. And for the Conſideration aforeſaid, the ſaid J. M. doth by theſe preſents grant, bargain and ſell unto the ſaid H. A. R. G. and I. T. all and ſingular Deeds, Evidences and Writings in the hands or cuſtody of the ſaid J. W. touching or concerning the Premiſſes before mentioned to be hereby granted only, or any part or parcel thereof, All which or ſo many of them as he hath or can come by without Suit of Law; the

Grant.

Sale of all Writings, &c.

the ſaid J. W. doth hereby covenant to deliver or cauſe to be delivered unto the ſaid H. A. R. G. and J. T. their Heirs or Aſſigns, at or before the, &c. day of, &c. next enſuing the date hereof, ſafe, whole, uncancelled and undefaced, or in as good caſe and plight as the ſame now are, together with true Copies of all ſuch other Deeds, Evidences and Writings, as touch or concern the Premiſſes or any part or parcel thereof, together with any other Lands, as the ſaid J. W. hath in his cuſtody, or may or can come by without Suit in Law, the ſame to be written and copied out, at the coſt and charges of the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns, To Have and to Hold the ſaid Meſſuages, Tenements and all and ſingular other the Premiſſes above by theſe preſents mentioned or intended to be hereby granted, and every part and parcel thereof, with their and every of their Appurtenances (except before excepted) unto the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns for ever, unto the only uſe and behoof of the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns for ever. And the ſaid J. W. for himſelf his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns, by theſe preſents: That the ſaid J. W. and D. T. his Wife, ſhall and will on this ſide and before the end of *Michaelmas* Term next enſuing the date of theſe preſents, at the requeſt and coſt and charges in the Law of the ſaid H. A. R. G. and J. T. their Heirs or Aſſigns, by Fine *Sur Coniſance de droit come ceo, &c.* to be duly levied before the Juſtices in his Majeſties Court of Common Pleas at *Weſtminſter*, whereupon Proclamations ſhall and may be had and made, according to the uſual courſe of Fines, with Proclamations for aſſurance of Lands in

To be delivered by a day.

Habendum.

Covenant for levying a Fine by Grantor and his Wife.

ſuch caſes uſed, and the form of the Statute in that behalf provided, grant and convey unto the ſaid H. A. R. G. and J. T. and their Heirs, the ſaid Meſſuages, Tenements and all and ſingular other the Premiſſes, above by theſe preſents mentioned and intended to be hereby granted, and every part and parcel of them with their and every of their Appurtenances, (except before excepted) by ſuch apt and convenient names, deſcriptions and numbers of Acres, as ſhall be thought fit and agreed upon, which ſaid Fine and all Fines now or at any time hereafter had or levied of the ſaid Premiſſes, or any part of them between the ſaid parties or any of them, ſhall be and enure and is hereby declared to be and enure, to the uſe of the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever, And the ſaid J.W. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid R. G. and J.T. their Heirs and Aſſigns, by theſe preſents, That he the ſaid J. W. for and notwithſtanding any act, matter or thing made, committed or done by him or F.W. his Father deceaſed or either of them to the contrary, now is and ſtandeth lawfully and rightfully ſeized of, and in the ſaid Meſſuages, Tenements, Hereditaments, and all and ſingular other the Premiſſes, herein before mentioned and intended to be hereby granted, with their and every of their Appurtenances, (except before excepted) of a good, ſure, perfect, abſolute and indefeizable Eſtate of Inheritance in Fee-ſimple. And notwithſtanding any ſuch act as aforeſaid, now hath good right, full power and lawful and abſolute authority to grant and convey the ſaid Meſſuages, Tenements, Hereditaments and Premiſſes, with their and every of their

Enurement of the Fine.

Covenant that Grantor is ſeized and has power to ſell.

their Appurtenances, (except before excepted) unto the ſaid H. A. R. G. and J. T. and their Heirs, according to the purport, true intent and meaning of theſe preſents, And that it ſhall and may be lawful to and for the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns, from time to time, and at all times forever hereafter, peaceably and quietly, To Have and to Hold, occupy, poſſeſs and enjoy the ſaid Lands, Tenements, and all and ſingular other the premiſſes herein before mentioned, and intended to be hereby granted, and every part and parcel of them, with their and every of their Appurtenances, (except before excepted) without the lawful let, ſuit, trouble or interruption of him the ſaid J. W. his Heirs or Aſſigns, or of any other perſon or perſons lawfully claiming or to claim, by or under him the ſaid J. W. or the ſaid F. W. his Father, or in, by or under them or either of them, their or either of their Eſtate or Eſtates, right, title, act, means, conſent or procurement, and free and clear, and freely and clearly acquitted and diſcharged, or ſaved harmleſs of and from all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Joyntures, Dowers, Uſes, Wills, Entails, Rents, Arrearages of Rents, Debts, Statutes, Recognizances, Judgments, Extents, Executions, and all former and other Eſtates, Titles, Troubles, Charges, Burthens and Incumbrances whatſoever, had, made or done, or to be had, made or done by them or either of them, or by any other perſon or perſons lawfully claiming or to claim, in, by or under them, or either of them, one Leaſe of a Meſſuage, with the Appurtenances, and certain Lands, parcel of the ſaid Premiſſes in poſſeſſion, unto the ſaid W. W. for the Term of, &c. years, whereupon the yearly Rent of, &c.

For quiet Enjoyment.

That Premiſſes are free from Incumbrances.

Exception of Leaſes.

is reſerved; and one other Leaſe of one Meſſuage, with the Appurtenances, and certain Lands, parcel of the ſaid premiſſes, unto the ſaid F. W. for the Term of, &c. years, whereupon the yearly Rent of, &c. is reſerved, which ſaid Rents ſhall from thenceforth be due and payable unto the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns, and all Rents and Services hereafter to grow due and payable unto the Chief Lord or Lords of the Fee or Fees of the ſaid premiſſes, only excepted and foreprized.) And further, That he the ſaid J. W. and his Heirs, and every other perſon or perſons, claiming or to claim from, by or under him the ſaid J. W. or the ſaid F. W. the Father, or from, by or under them or either of them, (Except the before-mentioned Leſſees, for their reſpective Terms) ſhall and will from time to time, during the ſpace of, &c. years next enſuing the date hereof, upon the requeſt and at the coſts and charges in the Law of the ſaid H. A. R. G. and J. T. their Heirs or Aſſigns, do, make and execute, or cauſe to be made, done and executed, all and every ſuch further and other act and acts, conveyances and aſſurances in the Law whatſoever, for the further, better and more perfect conveying and aſſuring of all the ſaid Lands, Tenements and Hereditaments, and all and ſingular other the premiſſes herein before-mentioned and intended to be hereby granted, and every part and parcel of them, with their and every of their Appurtenances, (Except before excepted) unto the ſaid H. A. R. G. and J. T. their Heirs and Aſſigns for ever, be it by Fine or Fines, Deed or Deeds inrolled or not inrolled, or otherwiſe howſoever, as by the Counſel learned in the Law of the ſaid H. A. R. G. and J. T. their Heirs or Aſſigns, ſhall be reaſonably deviſed, adviſed or required, ſo as ſuch

Covenant for further Aſſurance.

ſuch further aſſurance contain no further Covenants or Warranty, than in theſe preſents are contained, and ſo as the Parties to make the ſame be not thereby compelled to Travel above 20 Miles from the place or places of their uſual abode for doing thereof. And whereas the ſaid J. W. holdeth to him and his Heirs by Copy of Court-Roll, at the Will of the Lord, according to the Cuſtom of the Mannor of S. aforeſaid, the ſaid parcels of Land in S. aforeſaid, before excepted, It is covenanted and agreed upon by and between the ſaid Parties to theſe preſents: And the ſaid J. W. for himſelf, his Heirs, Executors and Adminiſtrators, for the Conſideration aforeſaid, Doth covenant and grant to and with the ſaid H. A. R. G. and J. A. their Heirs and Aſſigns, by theſe preſents, That he the ſaid J. W. ſhall and will before the Feaſt of St. *John Baptiſt* now next enſuing, ſurrender (according to the Cuſtom of the ſaid Mannor) the ſaid parcels of Cuſtomary Land before Excepted, unto the uſe and behoof of the ſaid H. A. R. G. and J. T. and their Heirs for ever, and procure them to be admitted unto the ſame accordingly, to hold according to the Cuſtom of the ſaid Mannor, freed and diſcharged of all Forfeitures, Charges and Incumbrances, done or ſuffered by him the ſaid J. W. or F. W. his Father, or either of them. In witneſs, &c.

Recital of the Copyhold Premiſſes.

Covenant for ſurrendring them to the uſe of Grantees and their Heirs.

An

An Indenture of Bargain and Sale of Goods, ſpecified in a Schedule, the Vendor being to have the uſe of them for Life, amending ſuch of them as ſhall be impaired by the uſe.

THis Indenture made the 10th day of, &c. Between E. S. Widow and Relict of T. S. late of L. in the County of H. Eſq; deceaſed, of the one part, and J. N. of, &c. of the other part. Whereas the ſaid E. S. is at preſent under very great neceſſity and want, and hath urgent occaſion for a certain Sum of Money, to help and relieve her under and out of the ſame, and is willing and deſirous to raiſe the ſame by the Sale and diſpoſition of all her Goods, Chattels and Houſhold-ſtuff, *bond fide*; But in ſuch manner, that ſhe the ſaid E. S. may have the reaſonable uſe of them for her Natural life, and to that purpoſe hath agreed with the ſaid J. N. who upon valuation of the ſame Goods and Houſhold-ſtuff, is willing to advance ſuch Sum of Money to her the ſaid E. accordingly. Now this Indenture witneſſeth, That upon the Conſideration aforeſaid, ſhe the ſaid E. S. in Conſideration of the full and juſt Sum of, &c. of lawful Money of *England*, to her the ſaid E. S. or to her uſe and benefit, in hand paid or ſecured to be paid by, the ſaid J. N. the receipt whereof is hereby acknowledged, Hath given, granted, bargained and ſold, and by theſe preſents Doth give, grant, bargain and ſell unto the ſaid J. N. all and ſingular the ſeveral and particular Goods, Chattels, Houſhold ſtuff, Utenſils and Furniture of her the ſaid E. S. in a Schedule hereunto annexed, particularly expreſſed, mentioned and deſcribed, by what Name or Names ſoever the ſame are called

Grant.

called or known, and of what kind, quality, nature and condition ſoever the ſame are, with their and every of their Appurtenances and Incidents, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand, which ſhe hath or may have to the ſame or any of them; To Have, hold, occupy and enjoy the ſame, to and by the ſaid J.N. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe and uſes, at all time and times hereafter, ſaving as in and by theſe Preſents is hereafter covenanted and agreed between the ſaid Parties. And the ſaid E.S doth by theſe preſents, covenant with the ſaid J.N. that ſhe hath good Right and Title to all and ſingular the ſaid Goods, Chattels, Houſhold-ſtuff, Utenſils and Furniture in the ſaid Schedule hereunto annexed, particularly mentioned and deſcribed, and to make the Grant and Sale thereof above-mentioned, and that her Executors and Adminiſtrators ſhall ſuffer all lawful and neceſſary acts and things, for the taking and carrying of the ſame away at her death. And theſe preſents further witneſs, That in purſuance of the ſaid Agreement, and in Conſideration that the ſaid E.S. hath abated a conſiderable Sum of the real Value of the ſaid Goods and Chattels for the damage they may receive during the Life of the ſaid E. S. by her uſe thereof, which the ſaid Parties have agreed upon: The ſaid J. N. doth by theſe preſents covenant, promiſe and agree, to and with the ſaid E.S. That ſhe the ſaid E.S. ſhall and may, during her Natural life, uſe, wear and employ the ſaid Goods, Chattels, Houſhold-ſtuff, Utenſils and Furniture above-mentioned, to be hereby Bargained and Sold in a reaſonable manner, in ſuch plight and place as they are now in, without altering the ſame, and with amending ſuch of them as may want amend-

That Grantor hath good Title, &c.

That ſhe ſhall have the uſe thereof during her Life. &c.

amendment during her uſe thereof, as aforeſaid, and not otherwiſe. In witneſs, &c.

The Top of the Schedule thus:

A Schedule Indented of all and ſingular the Goods, Chattels, Houſhold-ſtuff, Utenſils and Furniture in the Indenture mentioned, to which this Schedule is annexed.

A Bill of Sale of part of a Veſſel.

TO all Chriſtian People to whom theſe Preſents ſhall come, R. R. of, &c. ſendeth Greeting. Know ye, That I the ſaid R. R. for and in Conſideration of the Sum of, &c. of lawful money of *England* to me the ſaid R. R. by S. T. of, &c. Mariner, in hand well and truly paid, the receipt whereof I do hereby acknowledge, and thereof and of every part thereof, do acquit and diſcharge the ſaid S. T. his Executors and Adminiſtrators, by theſe preſents, Have aliened, granted, bargained and ſold, and by theſe preſents do alien, grant, bargain and ſell unto the ſaid S. T. his Executors, Adminiſtrators and Aſſigns, one Moiety or Half-part or ſhare of a certain Ship or Pinck called the *Katharine* of H. of the Burden of 200 Tun, or thereabout, and one Half-part of all and ſingular the Maſts, Sails, Dile-yards, Ropes, Anchors, Cables, Tackle, Apparel, Cock-boat and Furniture whatſoever unto the ſame Pinck now belonging or appertaining; To Have and to hold the ſaid Moiety of the ſaid Pinck, and of all and ſingular other the premiſſes, with their appurtenances, unto the ſaid S. T. his Executors, Adminiſtrators and Aſſigns, to his and their own uſe and behoof by theſe preſents. And I the ſaid R. R. for me, my Heirs, Executors

Grant.

Habendum.

Executors and Adminiſtrators, do covenant and grant with the ſaid S. T. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That I the ſaid R. R. at the time of the enſealing and delivery of theſe preſents, have good Right and lawful Authority to alien, grant, bargain and ſell the ſaid Moiety of the ſaid Pinck or Veſſel, and all and ſingular other the premiſſes, with their appurtenances, unto the ſaid S. T. his Executors, Adminiſtrators and Aſſigns, in manner and form aforeſaid. In witneſs whereof I the ſaid R.R. have hereunto put my Hand and Seal this day of in the year of, &c. *Annoque Dom', &c.* Covenant, That he hath power to grant, &c.

A ſhort Deed of Bargain and Sale of Goods in Truſt for payment of Debts, and allowing the Granter yearly Allowance during his Life.

THis Indenture made, &c. Between R.F. &c. of the one part, and W. F. on the other part, Witneſſeth, That the ſaid R. F. as well for and in Conſideration of the Sum of, &c. of lawful Money of *England*, paid or ſecured to be paid by the ſaid W. F. for the proper Debts of the ſaid R.F. unto divers perſons in the Schedule hereunto annexed particularly named: As alſo for divers other good and valuable Cauſes and Conſiderations him the ſaid R. F. thereunto eſpecially moving, Hath granted, bargained and ſold, and by theſe preſents doth abſolutely grant, bargain and ſell unto the ſaid W. F. his Executors Adminiſtrators and Aſſigns, all and ſingular his Goods, Houſhold-ſtuff, Implements of Houſhold and Husbandry, Cattel and Chattels, and Perſonal Eſtate whatſoever, moveable and unmoveable, quick and dead, of what kind and ſort Conſideration. Grant.

Habendum.

ſort ſoever they be; To Have and to Hold all and ſingular the ſaid Goods and Houſhold-ſtuff, Implements of Houſhold and Husbandry, Cattle and other Chattels and Perſonal Eſtate whatſoever, unto the ſaid W. F. his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe, benefit and behoof. And the ſaid W. F. for himſelf, his Executors and Adminiſtrators, Doth covenant, promiſe and grant to and with the ſaid R. F. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, in manner and form following; (That is to ſay,) That he the ſaid W. F. his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will well and truly ſatisfie, pay and diſcharge the ſeveral Debts and Sums of Money in the ſaid Schedule indented, to theſe preſents annexed particularly mentioned, unto the reſpective perſon and perſons nominated and appointed in and by the ſame Schedule for the receipt thereof, and of and from the ſame, and all expences, diſburſments and payments concerning the ſame, ſhall ſave harmleſs and indempnified the ſaid R. F. his Heirs, Executors and Adminiſtrators, and every of them. And alſo, That he the ſaid ſaid W. F. his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will yearly and every year during the Natural life of the ſaid R. F. well and truly pay or cauſe to be paid unto the ſaid unto the ſaid R. F. and his Aſſigns, upon every 25*th* day of *March*, the Sum of, &c. of lawful Money of *England*, the firſt payment to begin on the, &c. day of *March*, which ſhall be in the Year of our Lord, &c. And the ſaid R. F. for himſelf, his Heirs, Executors and Adminiſtrators, hereby covenanteth and agreeth, to and with the ſaid W. F. his Executors, Adminiſtrators and Aſſigns, That he the ſaid W. F. and his Aſſigns, ſhall

Covenant, That Grantee will pay Grantors Debts.

Grantor to pay Grantee yearly ſuch a Sum during Life of Grantee.

Covenant for quiet Enjoyment.

ſhall or may quietly hold and enjoy all and every the ſaid bargained Goods and Chattels, without the interruption or diſturbance of the ſaid R. F. or of any other, by or through his means, act, conſent or procurement. In witneſs, &c.

A ſhort Deed of Bargain and Sale of Lands in Fee, to be Inrolled.

THis Indenture made, &c. day of, &c. Between G. D. of the City of *London* Gent. on the one part, and T. F. of, &c. in the County of M. on the other part witneſſeth, That the ſaid G. D. for and in Conſideration of the Sum of, &c. pounds of lawful Mony of *England*, to him in hand paid by the ſaid T. F. before the enſealing and delivery of theſe preſents, the receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof doth fully, clearly and abſolutely acquit, exonerate and diſcharge the ſaid T. F. his Executors and Adminiſtrators, by theſe preſents, and for divers other good cauſes and conſiderations him thereunto moving, he the ſaid G. D. Hath granted, bargained, ſold, aliened, enfeoffed and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, enfeoff and confirm unto the ſaid T. F. and his Heirs, all that Meſſuage or Tenement with the Appurtenances, called or known by the name of *Sterdens alias Sterdens place* lying and being in L. in the Pariſh of N. in the County of G. And all and ſingular Houſes, Buildings, Barns, Dove-houſes, Yards, Orchards and Gardens to the ſame adjoyning and belonging, and alſo the Reverſion and Reverſions, Remainder and Remainders, Right, Eſtate, Title, Intereſt, Benefit, Claim and Demand whatſoever of him

Conſideration.

Grant.

him the ſaid G. D. of, in, and to all and ſingular the ſaid Premiſſes, and of, in, and to every part and parcel of them, and of, in, and to all yearly and other Rents and Profits reſerved, upon any Demiſe or Leaſe of the ſaid Premiſſes or any part thereof, To Have and to Hold the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, herein before mentioned and intended to be hereby granted, with their and every of their Appurtenances unto the ſaid T. F. his Heirs and Aſſigns for ever, to the only uſe and behoof of him the ſaid T. F. his Heirs and Aſſigns for ever more. And the ſaid G. D. for himſelf and his Heirs, the ſaid Meſſuage and Tenement, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto him the ſaid T. F. his Heirs and Aſſigns, againſt him the ſaid G. D. his Heirs and Aſſigns, ſhall and will warrant and for ever defend by theſe preſents. In witneſs, &c.

Habendum.

Warranty.

A Bargain and Sale of Lands by Deed Inrolled more at Large, and very full Covenants, very apt in moſt Conveyances.

THis Indenture made, &c. Between J. R. of, &c. in the County of, &c. A. R. Widow T. R. and T. S. of the one part, and E. M. of the other part witneſſeth, That they the ſaid J. R. A. R. T. R. and T. S. for and in Conſideration of the Sum of, &c. of lawful Mony of *England*, unto them or ſome or one of them, by and with the conſent of the other of them, in hand paid by the ſaid E. M. before the enſealing and delivery hereof, The receipt whereof they do hereby acknowledge and confeſs, and thereof do acquit and releaſe the ſaid E. M. his Heirs, Executors

Conſideration.

ecutors and Adminiſtrators, and every of them by theſe preſents, and for divers other good and valuable Cauſes and Conſiderations them thereunto eſpecially moving, Have granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents do fully, freely, clearly and abſolutely grant, bargain, ſell, alien, releaſe and confirm unto the ſaid E. M. his Heirs and Aſſigns, all that Meſſuages Cottage or Tenement, &c. and particularly mentioned and expreſſed in a Terrar or a Schedule indented, unto theſe preſents annexed, and alſo all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backſides, Eaſments, Ways, Paths, Paſſages, Trees, Woods, Underwoods, Hedges, Ditches, Fences, Mounds, Commons and Common of Paſture, Stone, Meadow and all other Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid mentioned bargained Meſſuage, Cottage or Tenement, and other the ſaid Premiſſes or any of them belonging or in any wiſe appertaining or therewithal uſually uſed, occupied or enjoyed or accepted, reputed, taken or known to be as part, parcel or member thereof: And alſo the Reverſion and Reverſions, Remainder and Remainders thereof, and all Rents and Services reſerved, and to be hereafter due and payable upon any Demiſe or Leaſe or other Eſtate whatſoever made of the ſaid mentioned bargained Premiſſes or any part or parcel thereof, with the Appurtenances unto any perſon or perſons whatſoever, And alſo all the Eſtate, Right, Title, Intereſt, Claim, Property and Demand whatſoever, of them the ſaid F. R. A. R. T. R. and T. S. and every of them, their and every of their Heirs and Aſſigns, of and to the ſame, and alſo all Deeds, Evidences, Charters, Writings, Eſ- Grant.

cripts, and Minuments whatſoever, only touching or concerning the ſaid mentioned bargained Premiſſes, or only any part thereof, which the ſaid J. R. A. R. T. R. and T. S. have or any of them, hath or may or can lawfully come by without Suit in Law or expence of Mony, And alſo true Copies of all other Deeds, Evidences, Charters, Writings, Eſcripts and Minuments whatſoever, which do any way concern the ſaid mentioned granted Premiſſes or any part thereof, together with any other Lands, Tenements or Hereditaments which the ſaid J. R. A. R. T. R. and T. S. have or any of them, hath or may or can lawfully come by without Suit in Law or expence of Mony, The ſame Copies to be made and written at the charges of the ſaid E. M. his Heirs and Aſſigns, To Have and to hold the ſaid mentioned granted Meſſuage, Cottage or Tenement and Premiſſes with the Appurtenances and every part thereof, unto the ſaid E. M. his Heirs and Aſſigns, To the only proper uſe and behoof of the ſaid E. M. and of his Heirs and Aſſigns for ever, To be holden of the chief Lord or Lords of the Fee or Fees of the Premiſſes, by the Rents and Services for the ſame due and of right accuſtomed, And the ſaid J. R. and his Heirs and Aſſigns, the ſaid mentioned and granted Premiſſes with the Appurtenances, unto the ſaid E. M. his Heirs and Aſſigns, againſt him the ſaid J. R. his Heirs and Aſſigns, ſhall and will warrant and for ever defend by theſe preſents.

Habendum.

Tenendum.

Warranty.

The ſame Warranty from A. R. T. R. and T. S. ſeverally.

A Covenant that they are ſeized.

And the ſaid J. R. A. R. and T. R. do for themſelves ſeverally and reſpectively and not joyntly, nor the one for the other of them, nor the one

one for the act, neglect or default of the other of them, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and every of them Covenant, Promiſe, Grant and Agree, to and with the ſaid E. M. his Heirs, Executors, Adminiſtrators and Aſſigns, and every them of by theſe preſents in manner and form following; (that is to ſay,) That they the ſaid J. R. A. R. T. R. and T. S. now at the time of the ſealing and delivery of theſe preſents, are and ſtand, or ſome or one of them is and ſtandeth lawfully ſeized of, and in the ſaid mentioned bargained Premiſſes and every part thereof, with the Appurtenances of and in a good, ſure, abſolute and indefezable Eſtate of Inheritance, in Fee-ſimple, without any Condition, Limitation, Mortgage or Uſe to alter, change, ceaſe, determin or make void the ſame, and ſo ſhall hereof be, and ſtand ſeized until the Eſtate ſhall be well and ſufficiently executed, upon and by virtue hereof, and according to theſe preſents; And that they the ſaid J. R. A. R. T. R. and T. S. now are or ſome or one of them is the true, lawful and rightful owners or owner of the ſaid mentioned bargained Premiſſes and every part thereof, And ſo have or ſome or one of them hath good right, full power and lawful and abſolute authority to grant and convey the ſame, and every part thereof unto the ſaid E. M. his Heirs and Aſſigns for ever according to the true intent and meaning of theſe preſents. And alſo that he the ſaid E. M. and his Heirs and Aſſigns, ſhall or may peaceably, quietly, have, hold and enjoy the ſaid mentioned granted Premiſſes with the Appurtenances, and every part thereof, not only without the lawful let, ſuit, hinderance, interruption, eviction, moleſtation or diſturbance of the ſaid J. R. A. R. T. R. and T. S.

A Covenant for quiet enjoyment.

or any of them, their or any of their Heirs or Aſſigns, or any of them, or any other perſon or perſons whatſoever, having, claiming or deriving, or that ſhall or may lawfully have, claim or derive any lawful Eſtate, Right, Title or Intereſt into or out of the ſaid mentioned granted Premiſſes, with the Appurtenances or any part thereof, from, by or under them the ſaid J. R. A. R. T. R. and T. S. or any of them, their or any of their Heirs or Aſſigns, or any of them, or from, by or under their or any of their act or acts, means, conſent, neglect, default or incumbrance, preconveyance, privity or procurement; but alſo freed and diſcharged, or otherwiſe upon reaſonable requeſt, in that behalf to be made well and ſufficiently ſaved and kept harmleſs, —— and indempnified by the ſaid J. R. A. R. and T. R. their Heirs, Executors and Adminiſtrators, or ſome of them, of and from all former and other Bargains, Sales, Gifts, Grants, Feoffments, Joyntures, Dowers, Leaſes, Wills, Intails, Statutes Merchant and of the Staple, Judgments, Recognizances, Mortgages, Executions, Rents Charge, Rents Seck, Arrerages of Rents and Services Covenant, Rents and all other Charges, Titles, Troubles and Incumbrances whatſoever, had, made, done, ſuffered or procured, or to be had, made and ſuffered or procured by the ſaid J. R. A. R. T. R. and T. S. or any of them, their or any of their Heirs or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, by through or with their or any of their act or acts, means, conſent, neglect, default, privity or procurement. And further, that they the ſaid J. R. and *Eliz.* his Wife, A. R. T. R. and *Elioner* his Wife, and T. S. and *Jane* his Wife, and every of them and the ſeveral Heirs and Aſſigns of the ſaid J. R. A.

Covenant to be free from Incumberances.

A Covenant for further aſſurance.

R. A. R. T. R. and T. S. and every of them, and all and every other perſon and perſons whatſoever, lawfully having, claiming or deriving, or that ſhall or may hereafter lawfully have, claim or demand any lawful Eſtate, Right, Title or Intereſt, in, to or out of the ſaid mentioned Premiſſes or part any thereof, with the Appurtenances, from, by or under them the ſaid J. R. T. R. and T. S. or any of them, their or any of their Heirs or Aſſigns, or any of them, ſhall and will at all times during the ſpace of ten years next enſuing the date hereof, upon the lawful and reaſonable requeſt, and at the coſt and charges in the Law of the ſaid E. M. his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer, perfect and execute, or cauſe to be made, done, acknowleged, ſuffered, perfected and executed unto the ſaid E. M. his Heirs and Aſſigns, all and every ſuch other, and further lawful and reaſonable Act and Acts, Deviſe and Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further and better granting, conveying and aſſuring of the ſaid mentioned granted Premiſſes, with the Appurtenances unto the ſaid E. M. his Heirs and Aſſigns, Be it by Fine, Feoffment, Recovery, Deed or Deeds Inrolled or not Inrolled, the Inrolment of theſe preſents Releaſe or Confirmation, Surrender, Attornment, or by any other lawful ways or means whatſoever, As by the ſaid E. M. his Heirs or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed and required, ſo as ſuch further aſſurance or aſſurances ſhall not extend to any further defence, warranty or covenants than as aforeſaid, and ſo as no perſon or perſons that ſhall be required to make ſuch further aſſurance or aſſurances, be hereby compelled or compellable to travail above the ſpace of ten miles,

A Covenant from T S. for quiet enjoyment.

from their or any of their Habitations or Aboad for or about the ſame, And the ſaid T. S. for himſelf, his Heirs, Executors and Adminiſtrators, and every of them doth doth covenant, promiſe, grant and agree, to and with the ſaid E. M. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, that the ſaid E. M. his Heirs and Aſſigns, ſhall or may at all times hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid mentioned, bargained, premiſſes and every part thereof with the Appurtenances, without the lawful let, ſuit, trouble, interruption, eviction, moleſtation or diſturbance of the ſaid T. S. his Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, having or lawfully claiming to have, or which at any time or times hereafter, ſhall or may have or lawfully claim to have any lawful Eſtate, Right, Title or Intereſt, in or out of the ſaid mentioned bargained Premiſſes or any part thereof with the Appurtenances, by, from or under the ſaid T. S. his Heirs or Aſſigns, or any of them, or from, by or under his their act or acts, means, conſent, neglect, default, incumbrance, privity or procurement. And laſtly, It is covenanted, granted and declared, by and between the ſaid parties to theſe preſents, that all Fines, Feoffments, Recoveries, Conveyances and other Aſſurances whatſoever had or made, or to be had or made of the ſaid mentioned granted Premiſſes, either by themſelves alone or together with any other Lands or Tenements, between the ſaid parties to theſe preſents, either by themſelves alone or together, with any other perſon or perſons whatſoever, ſhall be and inure to the uſe and behoof of the ſaid E. M. and of his Heirs and Aſſigns for ever, and to no other uſe, behoof, intent or purpoſe whatſoever.

A

A Sale of Lands by Leaſe and Releaſe, wherein is a Covenant to Levy a Fine.

The Bargain and Sale, or a Leaſe for a Year, to put in Poſſeſſion according to the Staute, &c.

THis Indenture, &c. Between A. B. of the one part, and C. D. of the other part, Witneſſeth, That the ſaid A. B. for and in Conſideration of the Sum of 5 *l.* of lawful Money of *England*, to him in hand paid by the ſaid C. D. the receipt whereof he doth hereby acknowledge, Hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid C. D. All that, &c. and the Reverſion and Reverſions, Remainder and Remainders, together with the Rents and Profits of the premiſſes, and of every part and parcel thereof; To Have and to Hold the ſaid, &c. and all and ſingular the Premiſſes herein mentioned, and intended to be hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, from the day before the date hereof, for and during the Term of one whole year from thence next enſuing, and fully to be compleat and; Yielding and paying therefore the yearly Rent of one Pepper-corn at the Feaſt of St. *Michael* the Archangel only, if the ſame be lawfully demanded, to the intent, that by virtue of theſe preſents, and of the Statute for Transferring of Uſes into poſſeſſion, the ſaid C. D. may be in the actual poſſeſſion of the premiſſes, and be enabled to accept a Grant of the Reverſion and Inheritance thereof to him and his Heirs. In witneſs, &c.

Conſideration.

Grant.

Habendum.

Reddend.

The Releaſe.

THis Indenture made, &c. Between A. B. and E. his Wife of the one part, and C. D. of the other part, Witneſſeth, That the ſaid A. B. and E. his Wife, for and in Conſideration of the Sum of, &c. of lawful Money of *England*, to the ſaid A. B. and E. his Wife, or either of them, in hand paid by the ſaid C. D. at or before the enſealing and delivery of theſe preſents, the receipt whereof they the ſaid A. B. and E. his Wife do hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid C. D. his Executors and Adminiſtrators, and every of them, by theſe preſents, Have given, granted, aliened, releaſed and confirmed, and by theſe preſents do give, grant, alien, releaſe and confirm unto the ſaid C. D. and to his Heirs and Aſſigns, all, &c. together with all and ſingular the Houſes, Out-houſes, Edifices, Building, Barns, Stables, Orchards, Gardens, Commons, Common of Paſture, Ways, Waters, Water-courſes, Profits, Commodities, Hereditaments and Appurtenances whatſoever, to the ſaid, &c. belonging or in any wiſe appertaining, or therewithal uſed, occupied or enjoyed, or accepted, reputed, taken and known, as part, parcel or member thereof; (All which ſaid Premiſſes now are in the actual poſſeſſion of him the ſaid C. D. by virtue of one Indenture of Bargain and Sale to him thereof made for the term of one year, bearing date the day before the date of theſe preſents, and made between the ſaid A. B. and E. his Wife of the one part, and the ſaid C. D. of the other part, and by virtue of the Statute for Transferring of Uſes into poſſeſſion;) And all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Pro-

Conſideration.

Grant.

Property, Reverſion, Claim and Demand whatſoever of them the ſaid A. B. and E. his Wife, of, in and to the ſaid premiſſes, and every or any part or parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents and Profits of the premiſſes, and of every part and parcel thereof, together with all and ſingular Deeds, Evidences, Writings, Records, Exemplification of Record, Eſcripts and Minuments whatſoever, touching or concerning the ſaid premiſſes only, or only any any part or parcel thereof; To Have and to Hold the ſaid, *Habendum.* &c. all and ſingular other the premiſſes herein before-mentioned, meant or intended to be hereby granted, aliened, releaſed or confirmed, and every part and parcel thereof, with their and every of their Appurtenances, unto the ſaid C. D. his Heirs and Aſſigns, to the only proper uſe and behoof of him the ſaid C. D. and of his Heirs and Aſſigns for ever, To be holden of the *Tenendum.* Chief Lord or Lords of the Fee or Fees of the premiſſes, by Rents and Services for the ſame, due, and of right accuſtomed. And the ſaid A. B. and C. his Wife, their Heirs and Aſſigns, Warranty. the ſaid mentioned granted Premiſſes, with the Appurtenances, unto the ſaid C. D. his Heirs and Aſſigns, againſt them the ſaid A. B. and C. his Wife, their Heirs and Aſſigns, ſhall and will Warrant, and for ever defend by theſe preſents. And the ſaid A. B. doth covenant, grant and Covenant to agree, to and with the ſaid C. D. his Heirs and Levy a Fine. Aſſigns, and every of them by theſe preſents, That the ſaid A. B. and E. his Wife, ſhall and will before the end of *Michaelmaſs* Term next enſuing the date hereof, in due form of Law, levy and acknowledge one or more Fine or Fines, *Sur conuſance de droit come ceo, &c.* with Warranty againſt the ſaid A. B. and his Heirs, before

before his Majeſties Juſtices of the Court of Common-Pleas at *Weſtminſter*, whereupon Proclamations ſhall and may be had and made according to the uſual courſe of ſuch Fines, with Proclamation for aſſurance of Lands in ſuch caſes uſed, and the form of the Statute in that behalf made and provided; unto the ſaid C. D. his Heirs and Aſſigns, of all the ſaid, &c. and all and ſingular other the premiſſes herein before-mentioned, meant or intended to be hereby granted, aliened, releaſed and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, by ſuch apt and convenient name and names, quantities, qualities, contents and numbers of Acres and things therein to be comprized, as the ſaid C. D. his Heirs and Aſſigns, his or their Counſel learned in the Laws, ſhall adviſe or think fit, which ſaid Fine or Fines, ſo as aforeſaid, or in any other manner to be levied, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made and executed by and between the ſaid parties to theſe preſents, their Heirs and Aſſigns, or any of them, of the ſaid, &c. and other the ſaid premiſſes, or any part or parcel thereof, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken to be and enure to the only proper uſe and behoof of him the ſaid C. D. and of his Heirs and Aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever. And the ſaid A. B. for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant, grant and agree to and with the ſaid C. D. his Heirs and Aſſigns, and every of them by theſe preſents, in manner and form following; (That is to ſay,) That he the ſaid A. B for and notwithſtanding any act, matter

The Grantor is ſeiſed in Fee

ter

ter or thing whatſoever, had made, done, or wittingly or willingly committed or ſuffered by him the ſaid A. B. to the contrary, now is, and ſtandeth lawfully, rightfully and abſolutely ſeiſed of the ſaid, &c. and of all and ſingular other the premiſſes herein before-mentioned, meant or intended to be hereby granted, aliened, releaſed and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, of a good, ſure, perfect and indefeazible Eſtate of Inheritance in Fee-ſimple. And that it ſhall and may be lawful to and for him the ſaid C.D. his Heirs, Tenants and Aſſigns, from time to time, and at all times hereafter (according to the purport, true intent and meaning of theſe preſents) peaceably and quietly to enter into and upon, have, hold, occupy, poſſeſs and enjoy to his and their proper uſe and behoof, the aforeſaid, &c. and all and ſingular other the premiſſes herein before-mentioned, meant or intended to be hereby granted, aliened, releaſed and confirmed, and every part and parcel thereof, with their and every of their Appurtenances, without any lawful or equitable let, ſuit, trouble, denial, diſturbance, expulſion, eviction, interruption, claim and demand of him the ſaid A. B. his Heirs and Aſſigns, or any other perſon or perſons whatſoever, claiming or to claim any Eſtate, Right, Title or Intereſt, of, in or out of the ſaid premiſſes, or any part thereof, by, from or under him the ſaid A.B. and that free and clear, freely and clearly exonerated, acquitted and diſcharged, or otherwiſe upon Requeſt therefore to be made, well and ſufficiently ſaved harmleſs and indempnified by him the ſaid A. B. of and from all manner of former and other Gifts, Grants, Bargains, Sales, Feoffments, Leaſes, Eſtates, Mortgages, Joyntures, Dowers, Wills, Entails, Fees, Fines, For-

Covenant for quiet Enjoyment, freed from Incumbrances, &c.

Forfeitures, Iſſues, Seizures, Amerciaments, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rents and Arrears of Rents, and of and from all and all manner of former and other Acts, Uſes, Leaſes, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, cauſed, omitted, done or ſuffered, or to be had, made, cauſed, committed, omitted, done or ſuffered by the ſaid A. B. his Heirs or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, claiming or to claim any lawful or equitable Eſtate, Right, Title or Intereſt, of, into or out of the ſaid Premiſſes, or any part thereof, by, from or under the ſaid A. B. And further, That he the ſaid A. B. his Heirs and Aſſigns, and all and every perſon and perſons whatſoever, having or lawfully claiming, or which ſhall or may at any time hereafter, have or claim any lawful or equitable Eſtate, Right, Title or Intereſt, of, into or out of the ſaid, &c. and all and ſingular other the premiſſes herein before-mentioned, meant or intended to be hereby granted, aliened, releaſed and confirmed, with their and every of their Appurtenances, or any part or parcel thereof, from, by or under, or in Truſt for the ſaid A. B. his Heirs or Aſſigns, ſhall and will at any time, within the ſpace of Seven years next enſuing the date hereof, upon requeſt and at the coſt and charges in the Law, of the ſaid C. D. his Heirs or Aſſigns, do, make, levy and acknowledge, execute and ſuffer, or cauſe or procure to be done, made, levied and acknowledged, executed and ſuffered, all and every ſuch further, lawful and reaſonable aſſurance and act in Law, for the further, better and more abſolute aſſuring and conveying of the ſame, &c. and all and ſingular other the premiſſes herein before-mentioned

Covenant for further Aſſurance.

tioned, meant or intended to be hereby granted, aliened, releaſed and confirmed, and every part thereof, with their appurtenances, unto the ſaid C.D. his Heirs and Aſſigns, to the uſe of him the ſaid C.D. his Heirs and Aſſigns, according to the true intent and meaning of theſe preſents, be it by Fine or Fines, Recovery or Recoveries, or otherwiſe, as by him the ſaid C. D. his Heirs or Aſſigns, his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required, ſo as nothing in ſuch act or aſſurance, extend to or comprize any further Warranty or Covenants than in theſe preſents are contained, and ſo as no perſon ſo doing or ſuffering thereof, be compelled to Travel above 10 Miles from his or their uſual abode or habitation. And laſtly, It is hereby declared by and between the ſaid parties to theſe preſents, That all and ſingular ſuch ſubſequent Conveyances and Aſſurances of the ſaid, &c. and premiſſes, or any part or parcel thereof, ſhall be and enure, and are by theſe preſents declared to be and enure to the only proper uſe and behoof of him the ſaid C. D. and of his Heirs and Aſſigns for ever. In witneſs, &c.

A Bargain and Sale of a parcel of Timber, and the next Fall or Cutting of eight Acres of Coppice-Wood.

THis Indenture made, &c. Between W. L. of, &c. on the one part, and J.S. of, &c. and R K of, &c. on the other, Witneſſeth, That the ſaid W. L. as well for and in Conſideration of a competent Sum of Money mentioned in certain Articles of Agreement in Writing Indented, made between the ſaid W. L. of the one part, and

and the ſaid J. S. and R. K. on the other part, dated the day of, &c. in the year aforeſaid, for the Coppice, Wood, Timber and Implements hereafter in theſe preſents mentioned, and for certain Mills and Grounds at B. in the aforeſaid County of W. to him the ſaid W. L. in part before the enſealing and delivery of theſe preſents paid, and the reſt to be ſecured to be paid according to the ſaid Articles of Agreement in part, of performance of the ſaid Articles on his part to be performed, Hath granted, bargained and ſold, and by theſe preſents doth grant, bargain and ſell unto the ſaid J. S. and R. K. their Executors, Adminiſtrators and Aſſigns, all that Timber lying at or near, &c. and which was bought before *Michaelmas* laſt paſt of R. B. &c. for the preſent neceſſary repairing of the aforeſaid Mills, which are called B. Mills, together with all thoſe Implements and Inſtruments, which now are in or about and belonging to the ſaid Mills, and which are or were the proper Goods of him the ſaid W. L. at the time of the date of the ſaid Articles of Agreement; *Firſt Habend'.* To have and to hold the ſaid Timber and Utenſils unto the ſaid J. S. and R. K. their Executors, Adminiſtrators or Aſſigns, to their and every of their own proper uſe and uſes for ever. And further, The ſaid W. L. for the Conſideration aforeſaid, and in performance of further part of the ſaid Articles of Agreement on his behalf to be performed, Hath further granted, bargained and ſold, and by theſe preſents doth further grant, bargain and ſell unto the ſaid J. S. and R. K. their Executors, Adminiſtrators or Aſſigns, all that the next Fall and Cutting of 8 Acres of Coppice-Wood and Crops now ſtanding and being in a certain Coppice-Wood called B. Wood in M. in the aforeſaid County of W.

they

they the ſaid J. S. and R. K. their Executors, Adminiſtrators or Aſſigns, not heading or cutting the Tops of any Tree or Trees there not formerly headed, or whoſe Tops have not been formerly cut off, and alſo Falling and Cutting, and Cropping the ſame Coppice-Woods and Crops of Trees in due and ſeaſonable times, and ridding and carrying the ſame away before the 24*th* of *J.* next enſuing, without picking or chuſing of any part or parcel diſperſedly, but taking it as it ſtands together, and from ſide to ſide, and going on forwards in length and breadth together for the whole 8 Acres, (the Soil of the ſame Coppice-Wood, and all Timber Trees therein ſtanding, growing or being, and uſual accuſtomed Standils there to be left, as are or have been, or ought in ſuch like caſe of Falling of Wood left ſtanding, excepted and always reſerved unto the ſaid W. L. his Heirs or Aſſigns) To Have and to hold, take, receive, perceive and enjoy the ſaid Coppice of Wood and Crops of Trees ſo to be fallen, cut and cropt as aforeſaid, unto the ſaid J. S. and R. K. their Executors, Adminiſtrators and Aſſigns, and to their and every of their uſes for ever. And the ſaid W. L. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid J. S. and R. K. and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That they the ſaid J. S. and R. K. their Executors, Adminiſtrators or Aſſigns, ſhall and may quietly and peaceably have, hold, take, receive, perceive and enjoy all and ſingular the ſaid Coppice-Wood and Crops of Trees, or herein or hereby meant, mentioned or intended to be granted, bargained and ſold, and every part thereof, with liberty

Second *Habend.*

Covenant, That the Grantees ſhall have quiet poſſeſſion. &c.

to

to cut, fall, fetch and carry away the ſame to their and every of their own proper uſe and uſes for ever, without any let, trouble, moleſtation, diſturbance or denial of him the ſaid W. L. his Heirs or Aſſigns, or any perſon or perſons lawfully claiming from, by or under him or them, or any or either of them. And the ſaid J. S. and R. K. for themſelves and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and for every of them, covenant, promiſe and grant to and with the ſaid W. L. his Heirs, Executors and Aſſigns, and to and with every of them, That they the ſaid J. S. and R. K. their Executors, Adminiſtrators or Aſſigns, ſhall and will Cut and Fall the aforeſaid 8 Acres of Coppice-Wood and Crops of Trees, ſo bargained and ſold as aforeſaid, and rid and carry away the ſame before the aforeſaid 24th day of *J.* now next enſuing, and ſhall take and cut the ſame in the order herein before preſcribed for Cutting and Falling thereof together, and not in parts diſperſedly, leaving Standils there, according to Law and uſe in that behalf; And ſhall not Top or Head, or cut off the Head of any Tree or Trees there not formerly Headed. In witneſs, &c.

That Grantees ſhall cut 'em down, and carry 'em away by ſuch a day.

Chancery

Chancery Proceedings.

To the Right Honourable Heneage *Lord* Finch, *Baron of* Daventry, *Lord high Chancellor of* England.

HUmbly Complaining ſheweth unto your Lordſhip your dayly Orator T. H. of M. in the County of C. Merchant, That one J. A. of F. in the ſaid County of C. Mariner, on or about the Month of *December*, in the Year of our Lord One thouſand ſix hundred ſeventy and five, came into the *Mount Peer* in *Cornwal*, with a Ship or Veſſel called the *Mary* of *Bantry* in *Ireland*, which was laden with Salt, and was as he pretended Maſter of the ſaid Ship, and had power as he alledged to your Orator from one *Thomas Raddy*, who was the owner of the ſaid Ship and Goods, to ſell the ſaid Salt and Lading, and in order thereunto did offer to ſell unto your Orator the Salt on Board the ſaid Ship; whereunto your Orator giving credit and relying on the affirmations of the ſaid J. A. did on or about the ſaid Month of *December*, in the ſaid Year of our Lord One thouſand ſix hundred ſeventy and five, agree with him for to buy of him two hundred and forty Buſhels of the ſaid Salt, which was aboard the ſaid Ship, at the price of forty eight pounds ſix ſhillings and ſix pence, whereof twenty eight pounds ſix ſhillings and ſix pence, was agreed between your Orator and the J. A. to be paid in hand, and which your ſaid Orator paid to him accordingly, and your Orator then agreed to give and accordingly did give, and enter into one Bond, of the penaly of for-

A Maſter of a Ship ſells ſeveral Buſhels of Salt to the Complaynant, for which he received part of the Mony, in Hand and Bond in his own name for the reſidue. The owner of the Ship and Goods threatens to Sue the Complaynant at Law for the ſame, againſt which the complainant brings his Bill to be releived, and the Maſter anſwers a power from the owner, &c.

ty pounds or thereabouts, to the ſaid J. A. for payment to him of the Sum of twenty pounds, being the reſidue of the price of the ſaid Salt, on the four and twentieth day of *June*, in the Year of our Lord One thouſand ſix hundred ſeventy and ſix, and your Orator thereupon had and received the ſaid Salt, and ought not to have been queſtioned or moleſted touching the ſame, And your Orator further ſheweth, that the ſaid J. A. after the entring into of the ſaid Bond, and before the ſaid twenty pounds was thereby payable, to wit on or about the nineteenth day of *February*, in the Year of our Lord One thouſand ſix hundred ſeventy and five, deſired your Orator to pay to one *William Deble* for his uſe the Sum of forty ſhillings, which he agreed with your Orator ſhould be allowed, and deducted in part of the twenty pounds on the ſaid Bond, and which ſaid forty ſhillings, your Orator in purſuance thereof paid to the ſaid W. D. accordingly, and your Orator ought to have the ſame allowed in part of the ſaid Bond. But ſo it is, May it pleaſe your Lordſhip, that the ſaid J. A. and the ſaid T. R. have combined and confederated together to charge your Orator doubly, with the payment of the reſidue of the ſaid twenty pounds ſecured by the ſaid Bond, and in purſuance thereof the ſaid T. R. before the ſaid four and twentieth day of *June*, One thouſand ſix hundred ſeventy and ſix, at which time the ſaid Bond was payable, taking notice that your Orator had bought the ſaid Salt, acquainted your Orator that the ſaid J. A. had no power to ſell the ſaid Salt, and threatned, that unleſs your Orator would pay the reſidue of the ſaid twenty pounds, deducting the ſaid forty ſhillings to him, that he would free your Orator for all the Salt, with which your Orator acquainted the ſaid J. A.

A. and offered to pay him the ſaid eighteen pounds, the reſidue of the ſaid twenty pounds, ſo as he would deliver to your Orator the ſaid Bond to be cancelled, and diſcharge and ſave harmleſs your Orator againſt the ſaid demand of the ſaid T. R. as in juſtice he ought; which nevertheleſs by the Combination aforeſaid he refuſeth to do, but hath put the ſaid Bond in Suit at the Common Law, and intends to recover the penalty, and your Orator is alſo in danger and threatned to be ſued for the ſaid mony by the ſaid T. R. all which doings of the ſaid Confederates, are contrary to Equity and good Conſcience: In tender conſideration whereof, and for aſmuch as your Orator is remedileſs in the Premiſſes at the Common Law, nor can be protected againſt the ſeveral pretenſions of the ſaid Confederates but in this Honourable Court; and the rather for that your Orators witneſſes, who could prove the truth of all and ſingular the Premiſſes are dead, or beyond the Seas or in places remote to your Orator unknown. To the end therefore, that the ſaid Confederates who know the Premiſſes to be true, may make a diſcovery thereof, And in particular may ſet forth whoſe the ſaid Salt was, and that the ſaid T. R. may particularly ſet forth, whether he did not give the ſaid J. R. power and authority to ſell the ſame: And that your Orator upon payment of the eighteen pounds, reſidue of the ſaid twenty pounds ſecured by the ſaid Bond, to ſuch perſon to whom the ſame doth of right belong in full for the ſaid Salt, may have the ſaid Bond delivered up to be cancelled and he diſcharged againſt the ſaid J. A. and T. R. for and touching the ſame, and the Salt bought by your Orator as aforeſaid, and to the end your Orator may be relieved in the Premiſſes: May it pleaſe

your Lordſhip, to grant unto your Orator his Majeſties moſt gracious Writ of *Subpœna*, directed unto the ſaid J. A. and T. R. thereby commanding them and either of them on a certain day, and under a certain time therein to be limited, to be and perſonally to appear before your Lordſhip in this honourable Court, then and there upon their Corporal Oaths to anſwer to all ſingular the Premiſſes, and further to ſtand to and abide ſuch Order and Decree therein, as to your Lordſhip ſhall ſeem meet.

And your Orator ſhall ever pray, &c.

The Anſwer of J. A. one of the Defendants to the Bill of Complaint of T. H. Complainant.

THe Defendant now and at all times hereafter ſaving to himſelf, all and all manner of exceptions and advantages to the manifold incertainties, imperfections, inſufficiences and defects of the Complainants Bill of Complaint, for a full and perfect anſwer thereunto, or to ſo much thereof, as doth any way concern the ſaid Defendant to anſwer unto; he ſayeth, That he confeſſeth it to be true, that on or about the Month of *December*, which was in the Year of our Lord One thouſand ſix hundred ſeventy and five, He came into the *Mount Peer*, in the County of C. with the Ship or Veſſel, called the *Mary* of *Bantry* in *Ireland*, in the Bill of Complaint mentioned loaden with French Salt: And J. A. the ſaid Defendant T. H. further ſayeth, That he was then really Maſter of the ſaid Ship, And that the ſaid Defendant J. A. was put in Maſter of the ſaid Ship by one T. R. in the Complainants Bill of Complaint named at *Bantry* in *Ireland*, and

and Sailed her to *France* to a place called *Croſique*, and he the ſaid T. R. was as the Defendant believeth owner of the ſaid Ship or Veſſel, And this Defendant further ſaith, That the ſaid Ship was loaden at *Croſique* aforeſaid, with Salt for the accompt of the ſaid T. R. and to be tranſported in her to *Bantry* aforeſaid, or any other part or place in *England* or *Ireland*, where the ſaid Defendant thought fit: And this Defendant further ſaith, That the ſaid T. R. ordered the ſaid Defendant at *Bantry* aforeſaid, to ſell and diſpoſe of the Salt loaden on board the ſaid Ship or Veſſel, at any Port or Place in *England* or *Ireland*, where the ſaid Defendant thought fit: And this Defendant further ſaith, That the ſaid T. R. ordered the ſaid Defendant at *Bantry* aforeſaid, to ſell and diſpoſe of the Salt, to be loaden on board the ſaid Ship or Veſſel, at any Port or Place the ſaid Defendant thought good, for the beſt advantage of the ſaid T. R. And this Defendant further ſaith, That he the ſaid T. R. left the Salt to be loaden on board the ſaid Ship or Veſſel, wholly to the diſpoſal of the ſaid Defendant T. H. And this Defendant further ſaith, That on or about the Month of *December*, which was in the Year of our Lord One thouſand ſix hundred ſeventy and five, he did offer the ſaid Salt to ſale to the ſaid Complainant, and did to the beſt of this Defendants remembrance, contract or agree with the ſaid Complainant for two hundred and forty Buſhels of the ſaid Salt, which was on board the ſaid Ship, at the price of forty eight pounds ſix ſhillings and ſix pence, which ſaid two hundred and forty Buſhels of Salt, were by the ſaid Defendant delivered to the ſaid Complainant, or his order accordingly: And the ſaid Defendant further ſaith, That he believeth it to be true, that

it was agreed between the Complainant and the ſaid Defendant on or about the Month of *December*, which was in the Year of our Lord One thouſand ſix hundred ſeventy and five, that the ſaid Complainant ſhould ſatisfie and pay unto the ſaid Defendant twenty eight pounds ſix ſhillings and ſix pence in hand, in part of the ſaid forty eight pounds ſix ſhillings and ſix pence for the ſaid Salt, and which ſaid Sum of twenty eight pounds ſix ſhillings and ſix pence, the ſaid Defendant acknowledgeth he accordingly received and was ſatisfied of, forty ſhillings whereof was paid by this Defendants order to one *William D.* in the ſaid Complaynants Bill named: And the ſaid Defendant ackowledgeth, that it was further agreed upon, by and between the ſaid Complainant and this Defendant, that the ſaid Complainant ſhould give a Bond or Penal Bill to the ſaid Defendant in forty pounds, for the payment of twenty pounds, for the reſidue of the Mony due for the ſaid Salt, and that according to the ſaid Agreement, the Complainant did afterwards on or about the ſeventeenth day of *January*, in the Year of our Lord One thouſand ſix hundred ſeventy and five, ſeal and deliver a Bond or Penal Bill unto the ſaid Defendant, wherein the ſaid Complainant bound himſelf in the penalty or Sum of forty pounds unto the ſaid Defendant, for the true payment of twenty pounds at or before the twenty fourth day of *June* following, as in and by the ſaid Bond or Penal Bill more at large appeareth: And the ſaid Defendant further ſaith, That he believeth that on or about the nineteenth day of *February*, One thouſand ſix hundred ſeventy and five, he did deſire the ſaid Complainant to pay unto the ſaid W. D. for his uſe the ſaid Sum of forty ſhillings, which ſaid Sum of forty ſhillings

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the ſaid Defendant left in the ſaid Complainants hands, and was due unto him beſides the ſaid twenty pounds principal debt due and owing in and by the ſaid Bond or Penal Bill as aforeſaid: And the ſaid Defendant denieth, that it was agreed upon by and between him and the ſaid Complainant, that the ſaid forty ſhillings paid to the ſaid W.D. or any part thereof, ſhould be allowed or deducted out of the ſaid Bond or Bill for payment of the ſaid twenty pounds: And the ſaid Defendant utterly denieth, that ever there was any Confederacy or Combination between him and the ſaid T. R. to charge the ſaid Complainant doubly, with the payment of the ſaid twenty pounds, ſecured by the ſaid Bond or Penal Bill as aforeſaid; neither doth this Defendant believe, that ever the ſaid T.R. before the ſaid twenty fourth day of *June*, One thouſand ſix hundred ſeventy and ſix, did acquaint the ſaid Complainant, that the ſaid Defendant J. A. had no power to ſell and diſpoſe of the ſaid Salt, for that the ſaid T. R. did order and deſire the ſaid Defendant to ſell and diſpoſe thereof, and likewiſe to receive the Mony for the ſame, and not only pay himſelf and the other Mariners or Seamen, which Sailed in the ſaid Ship or Veſſel, the Wages due unto him and them, but alſo to ſatisfie himſelf of all other charges and diſburſements which the ſaid Defendant had or ſhould be at for Proviſion, Port charges, reparations and other disburſements in or upon the ſaid Ship or Veſſel, during the time of his the ſaid Defendants Sailing in or being Maſter of the ſaid Ship or Veſſel, which the ſaid T. R. promiſed ſhould be allowed to the ſaid Defendant out of the Mony which ſhould be raiſed by the ſaid Salt; and the ſaid Defendant ſaith, That the accompt of the Wages and other Disburſe-

ments by him laid out and disburſed for the ſaid T. R. amounts to more than the Twenty eight pounds Eight ſhillings and Six pence, received from the ſaid Complainant, and the ſaid Twenty pounds ſecured by the ſaid Bond or Penal Bill, for that the Ship was long on the ſaid Voyage, and the ſaid Defendant and Seamen long waited and attended on the ſaid Ship before and after the ſaid Salt was ſold, and carried her afterwards to *Fowey-Harbour* in the County of *Cornwal* by Order of the ſaid T. R. where ſhe was ſold by the ſaid W. D. at a publick Survey, by the ſaid T. R's Order, for about Forty five pounds: And this Defendant further ſaith, That he hath given in and delivered unto the ſaid T.R. an accompt of the ſaid Voyage, and of the whole Money for which the ſaid Salt was ſold, and hath made good, allowed and ſatisfied him on the ſaid accompt, all the Money for the ſaid Salt, as well the Twenty eight pounds Six ſhillings and Six pence received of the ſaid Complainant, as the ſaid Twenty pounds for which the Defendant had taken Bond in his own Name, and he the ſaid T. R. is ſtill in this Defendant's debt, over and beyond the Money made of the ſaid Salt: And this Defendant further ſaith, That when he delivered the Accompt to the ſaid T.R. of the ſaid Voyage, the ſaid T. R. declared, That he was very well ſatisfied with the Accompt, and did then wiſh, that he had ordered the ſaid Defendant to diſpoſe of the Veſſel, as well as of the Salt; and this Defendant denieth, that he ever confederated or combined with the ſaid T. R. to charge the Complainant doubly with the payment of the ſaid Twenty pounds ſecured by the ſaid Bond; but verily believeth, that the ſaid Complainant did only ſuggeſt and alledge the ſame to

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give a colour of Equity, and thereby to delay this Defendants proceedings at Law, and keep this Defendant out of his juſt Debt, and ſo to weary him out in Law, this Defendant being a Seaman and not able to look after the defence of Law-Suits: And this Defendant further ſaith, That he knoweth not of any Notice given by the ſaid T.R. to the ſaid Complainant, to detain the ſaid Money due on the ſaid Bond or Penal Bill, or any part thereof, nor ought this Defendant to be kept out of his Money on any ſuch pretence, for that this Defendant had full power to ſell the ſaid Salt, and to diſpoſe of the Money thereof made; and this Defendant took the ſaid Bond or Penal Bill in his own Name, becauſe this Defendant was to have the Money thereof, to pay and reimburſe him what was due to him for his own Wages, and Wages paid the Seamen, and other Charges in attending on her, and Proviſions and Repairs; and the ſaid Complainant cannot in Law be queſtioned by the ſaid T.R. for the Money of the ſaid Salt, for that this Defendant had good right to ſell the ſame, and to receive and diſpoſe of the Money thereof made, and only to accompt and anſwer the Value thereof to the ſaid T.R. which this Defendant hath accordingly done, and this Defendant denieth that he knoweth, that the ſaid T.R. hath told the ſaid Complainant, That he the ſaid Defendant had no power to ſell the ſaid Salt, or that the ſaid T.R. threatned to Sue for the ſame; and this Defendant denieth, that the ſaid Complainant ever offered or tendered to the ſaid Defendant Eighteen pounds of the ſaid Twenty pounds, or any part thereof: But the ſaid Defendant ſaith, That ſince the ſaid 24*th* day of *J.*1676. he ſeveral times ſent to the Complainant for the ſaid Twenty pounds due on the ſaid Bond

Bond or Penal Bill, and after demanded the ſame, and requeſted the ſaid Complainant to pay the ſame, and on payment of the ſaid Twenty pounds the ſaid Defendant offered to deliver up unto the ſaid Complainant the ſaid Bond or Penal Bill: But the ſaid Complainant refuſed to pay the ſaid Money, or any part thereof; and this Defendant doth acknowledge, That for Recovery of the ſaid Debt on the ſaid Bond this Defendant did order the Complainant to be ſued at Common Law on the ſaid Bond; and (as this Defendant's Attorney or Solicitor informed him) the Complainant was Arreſted for the ſame, but how far ſince proceeded this Defendant knoweth not: And this Defendant further ſaith, That he doth not remember that the ſaid Complainant ever requeſted, intreated or deſired the ſaid Defendant, to ſave him harmleſs from the pretended Demand of the ſaid T. R. or ever mentioned the ſame unto him; and this Defendant ſaith, in order to the Recovery of the ſaid Money, he hath delivered the ſaid Bond unto his Attorney or Solicitor for proſecution of the ſaid Suit; but if the ſaid Complainant will pay the ſaid Defendant his juſt Debt, Intereſt and Coſt, the ſaid Bond ſhall be delivered up to the ſaid Complainant to be Cancelled: And this Defendant denieth all and all manner of Combination or Confederacy with any other perſon or perſons, as in the ſaid Bill of Complaint is untruly ſuggeſted and alledged; Without that, that any other matter or thing in the ſaid Complainants Bill of Complaint contained, material or effectual in the Law, to be by this Defendant anſwered unto, and not herein well and ſufficiently anſwered unto, confeſſed or avoided, traverſed or denied, is to the beſt of this Defendant's knowledge true: All which this Defendant

dant is ready to aver, maintain and prove, as this most Honourable Court shall Award, out of which he humbly prayeth to be dismissed with his reasonable Costs and Charges by him about his Suit in this behalf most wrongfully sustained and expended.

Hec responsio Capt̄ fuit in domū J. F. Vinarii infra Burgum P. in Com̄ C. primo die Maij, Anno regni Dn̄i nr̄i Caroli secundi nunc Regis Anglie, &c. tricesimo, sup sacrū p̄dcī defendentis J. A. sup sacro-sanct̄ Dei Evangeliū Corporalit̄ tact̄ coram nobis.

A Letter of Attorney in pursuance of a Bill in Chancery.

THis Indenture, &c. Between W. D. &c. L. G. &c. W. A. &c. and T. T. &c. of the one part, and D. B. Widow, &c. of the other part. Whereas S.B. late of *London*, Cooper, deceased, by his Indenture Tripartite, bearing date, &c. made between him the said S. B. and D. his Wife, of the first part, and the said W. A. and J. J. of the second part, and the said L. G. and W.D. of the third part, for the Consideration mentioned, did grant, bargain, sell, assign and set over to the said W. A. and J. J. L. G. and W. D. several Messuages, &c. then, or then late in the several tenures or occupations of, &c. or some or one of them, or their or some or one of their Assignee or Assignees, held by several Leases thereof respectively made; (That is to say,) one Indenture dated, &c. from W. G. and his Wife to the said S.B. his Executors or Assigns, for the Term of 14 years and a Quarter of a year, from *Michaelmas* then next], Yielding and paying

Recital of Indentures.

paying for the first two years thereof 35 *l.* and for the other 12 years of the said Term 50 *l.* and for the last Quarter of a year 12 *l.* 10 *s.* One other Indenture of Lease bearing date the, &c. from J.P. to the said S.B. his Executors and Assigns, from the Birth of our Lord, &c. for and during and unto the full end and Term of 21 years, at and under the yearly Rent of, &c. payable Quarterly, and all and singular yearly Rent and Rents whatsoever, reserved and payable, and to be reserved and payable upon any Demise or Demises, Lease or Leases then made, or then after to be made by or from the said S.B. his Executors or Assigns; To Have and to hold the said Premisses in and by the said recited Indenture granted, bargained or sold, or meant, mentioned or intended to be granted, bargained and sold to the said W.A. T.T. L.G. and W.D. their Executors, Administrators and Assigns, from the day of the date of the said recited Indenture, for and during all the rest and residue of the several Terms then to come and unexpired, freed and discharged of and from the several and respective yearly Ground-Rents, reserved and payable out of and for the same, upon Trust and Confidence nevertheless in them reposed, that they the said W. A. T.T. L.G. and W. D. their Executors, Administrators and Assigns, should and would from time to time, and at all times hereafter, during the Natural life of the said S.B. if the said several and respective Terms thereby granted, did and should so long continue and endure, quietly and peaceably permit and suffer the said S.B. and his Assigns, to have and take, receive, perceive and enjoy to his or their own proper use and behoof, all and singular the Rents and Profits of the said bargained Premisses, and every part

Habendum.

part and parcel thereof, with their and every of their Appurtenances, without any let, trouble, interruption, moleſtation, hindrance, contradiction and denial of them or any of them, their or either of their Executors, Adminiſtrators or Aſſigns; and that from and after the death of the ſaid S. B. in like manner ſhould and would permit and ſuffer the ſaid D. B. his Wife (if then living) and her Aſſigns, during her Natural life, if the ſaid ſeveral and reſpective Terms thereby granted, did and ſhould ſo long continue and endure, quietly and peaceably to have, take, receive, perceive and enjoy to her and their own proper uſe and behoof, all and ſingular the ſaid Rents, Iſſues and Profits of the ſaid bargained Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, as by the ſaid Indenture (relation being thereunto had) the ſame doth and may, amongſt divers other things, more fully and at large appear. And whereas the ſaid S. B. is ſithence dead, and the ſaid D. B. did and doth ſurvive him, and is ſtill living. Now this Indenture witneſſeth, That the ſaid W. A. T. T. L. G. and W. D. in purſuance of and in obedience to a Decree made in His Majeſties High Court of *Chancery*, on or about the, &c. laſt paſt, made between the ſaid D. B. Plaintiff and the ſaid W. A. T. T. L. G. and W. D. Defendants, have authorized and appointed, and in their ſtead and place put, and by theſe preſents do appoint and authorize, and in their ſtead and place put the ſaid D. B. and her Aſſignee or Aſſignees, their true and lawful Attorney, in their Names, but to her own uſe and behoof, to ask and ſue for, demand recover and receive, and quietly and peaceably to have, take, receive, perceive and enjoy to her own uſe, all and ſingular the Rents, Iſſues and Profits of the ſaid

Letter of Attorney.

ſaid before-recited to be bargained, ſold or aſſigned Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, as well thoſe which have grown due at any time ſince the death of the ſaid S. B. as which ſhall at any time hereafter incur and grow due during the life of the ſaid D. B. and to ſet, let and diſpoſe of the ſaid Premiſſes at her own will and pleaſure, according to the true intent and meaning of the ſaid recited Indenture of Truſt, for and during the Term of her Natural life, in caſe the ſaid recited Indentures of Leaſe, or any of them ſhall ſo long continue, without any account to be made or given to the ſaid W. A. T. T. L. G. and W. D. or any of them therefore, hereby ratifying and confirming, and holding firm and ſtable all and whatſoever their ſaid Attorney or her Aſſigns ſhall lawfully do, for the recovering and receiving the ſaid Rents and diſpoſal of the Premiſſes, and upon the receipt of ſuch Rents and Profits as aforeſaid, to give Receipts and Diſcharges for the ſame, and the ſame to be good and valid againſt them, their Executors, Adminiſtrators and Aſſigns. And the ſaid W. A. T. T. L. G. and W. D. do for themſelves ſeverally, and for their ſeveral Heirs, Executors and Adminiſtrators, and not joyntly, nor the one for the other, nor for the Acts and Deeds of one another, covenant, promiſe and grant to and with the ſaid D. B. her Executors, Adminiſtrators and Aſſigns, That for and notwithſtanding any act, matter or thing already done, committed or ſuffered or to be done, remitted or ſuffered, by them or any of them, or by their or any of their Executors, Adminiſtrators and Aſſigns, the ſaid D. B. and her Aſſigns, (ſhe and they paying the Rents and performing the Covenants herein after-mentioned) ſhall and may

Covenant for quiet Enjoyment.

may have, hold, receive, perceive, take and enjoy all and ſingular the before mentioned Premiſſes with their Appurtenances, and the Rents, Iſſues and Profits thereof, and every part and parcel thereof to her and their own proper uſe and behoof, according to the true intent and meaning of the ſaid recited Deed or Indenture of Truſt and Decree, and not otherwiſe, and that without any the let, trouble, interruption, moleſtation, hinderance, contradiction or denial of them, or any or either of them their or any or either of their Executors, Adminiſtrators and Aſſigns, and that they or any of them their or any of their Executors, Adminiſtrators and Aſſigns, ſhall not nor will during the life of the ſaid D. B. revoke or any way impeach or make void this preſent authority, or any the powers hereby given to the ſaid D. B. or her Aſſigns, or Receive, Releaſe, or otherwiſe Diſcharge any Rents, Iſſues and Profits of the ſaid Premiſſes or any part or parcel thereof, whereby to prevent, interrupt, hinder or moleſt her or them in the receipt thereof, according to the true intent and meaning of the ſaid recited Indenture or Deed of Truſt and Decree as aforeſaid: And the ſaid D. B. doth for her ſelf her Executors and Adminiſtrators, and every of them by theſe preſents, Covenant, Promiſe and Grant to and with the ſaid W. A. T. T. L. G. and W. G. their Executors, Adminiſtrators and Aſſigns, that (they the ſaid W. A. T. T. L. G. and W. D. their Executors and Adminiſtrators, performing the Covenants and Agreements aforeſaid, on their and every of their parts to be performed,) ſhe the ſaid D. B. her Executors, Adminiſtrators and Aſſigns, and every of them ſhall and will from time to time, and at all times hereafter during the ſeveral and reſpective Leaſes and Terms, in the ſaid Indenture

Covenant not impeach or releaſe the authority.

Grantee Covenants to pay the Rents, and perform the Covenants in the original Leaſes.

ture or Deed of Truſt mentioned or expreſſed, in caſe the ſaid D.B. ſhall ſo long live, well and truly pay or cauſe to be paid at the days and times appointed for the payment thereof, the ſeveral and reſpective yearly Rents reſerved and payable upon and by the ſeveral Leaſes, whereby the ſaid Premiſſes and every part thereof is held, and therefore and therefrom, and of and from every part and parcel thereof, from time to time and at all times hereafter, during the ſeveral and reſpective Terms demiſed or let as aforeſaid, (in caſe ſhe the ſaid D.B. ſhall ſo long live) ſhall and will exempt, diſcharge, ſave, defend and keep harmleſs and indempnified the ſaid W.A. T.T. L.G. and W.D. and every of them, their and every of their Executors, Adminiſtrators and Aſſigns reſpectively, and their and every of their Goods and Chattels, Lands, Tenements and every part thereof, for or by reaſon of the non-performance of any of the Covenants, Proviſoes or Agreements whatſoever in the ſaid ſeveral recited Indentures of Leaſe reſpectively mentioned and reſerved. In witneſs, &c.

Special

Special Conditions.

A Condition to ſave harmleſs the Obligee, from a Bond entred into by him and the Obligor, for performance of Covenants.

THe Condition, &c. That whereas the above named C. D. for and at the requeſt of the above bound A.B. together with the ſaid A. B. by one Obligation bearing date, the day of the date above written ſtandeth bound unto E. F. and C.S. &c. in the Sum of, &c. of, &c. Conditioned for performance of the Covenants, Grants, Articles, Payments and Agreements, contained and mentioned in one pair of Indentures bearing date, with the ſaid recited Obligation made or mentioned to be made between the ſaid A. B. on the one part, and the ſaid E. F. on the other part, as in and by the ſaid recited Obligation and Condition more at large appeareth. If therefore the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, and every of them ſhall well and truly hold, pay, perform, fulfil and keep all and every the Covenants, Grants, Articles, Payments and Agreements contained and mentioned in the ſame recited Indentures, and in the Condition of the ſaid recited Obligation, which on his and their parts are, or ought to be holden, paid, kept and performed, and that in and by all things according to the purport, true intent and meaning of the ſame Indentures, and of the Condition of the ſaid recited Obligation, And alſo ſhall from time to time and all times hereafter, at his and their own proper coſts and charges, clearly acquit and diſcharge,

or otherwiſe well and ſufficiently ſave and keep harmleſs and indempnified the ſaid C. D. his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, and every of them againſt the ſaid E. F. his Executors, Adminiſtrators and Aſſigns, and all other perſons whatſoever, of, for and from the ſaid recited Obligations and Sums of Mony therein mentioned, and of and from all lawful Actions, Suits, Troubles, Coſts, Charges, Expences, Damages and Demands whatſoever, touching or by reaſon of the ſame then, &c.

A Condition for performance of a Bond of Adventure.

WHereas the above named A. B. at the requeſt of the above bound C. D. hath paid unto him the Sum of, &c. of, &c. and is contented for the Conditions hereafter mentioned, to bear the Hazard and Adventure thereof in the good Ship called the, &c. whereof the ſaid C. D. is Commander now bound out upon a Voyage for, &c. in the Service of the Honourable the Governors and Company of Merchants of *London*, Trading unto the *Eaſt-Indies*, and from thence back to this Port of *London*, to end her ſaid intended Voyage; Now the Condition of this Obligation is ſuch, that if the ſaid Ship ſhall forthwith proceed in her ſaid Voyage as aforeſaid and not deviate therefrom, And alſo if the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, or any of them ſhall in Conſideration of the Premiſſes well and truly pay, or cauſe to be paid unto the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, the Sum of, &c. of like Mony within 30 days next after the ſaid Ship, ſhall

ſhall firſt and next arrive in the River of Thames from her ſaid intended Voyage, and that without fraud or further delay, Then, &c.

Another of the ſame.

WHereas the above named A. B. hath the day of the date above written, ſold and delivered unto the above bound C. D. one Diamond Ring, &c. and is contented and agreed for the Conſiderations, and upon the Conſideration hereafter mentioned, to bear the hazard and adventure of the value thereof, in and upon the good Ship called the, &c. now out at Sea upon a Voyage from the *Eaſt-Indies* to the Port of *London*, during the ſaid Voyage of which Ship J. S. was Commander. Now the Condition of this Obligation is ſuch, that if the ſaid A. B. his Executors, Adminiſtrators or Aſſigns, or any of them ſhall in Conſideration of the Premiſſes, well and truly pay or cauſe to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, the Sum of, &c. of, &c. within 20 days after the ſaid Ships firſt arrival from the *Eaſt-Indies* aforeſaid into the River of *Thames*, from her ſaid Intended Voyage, without fraud or further delay, Then, &c.

A Condition of a Bond to ſave a Tenant harmleſs, for attorning and paying his Rent to the Obligor.

WHereas the above named A. B. holdeth by Leaſe, a Meſſuage or Tenement with the Appurtenances, ſituate and being, &c. for a certain Term and Rent mentioned in one pair of Indentures bearing date, &c. made between

A. B. of, &c. of the one part, and C. D. of, &c. of the other part, as by the ſame Indentures may more at large appear. And whereas there is ſome difference and controverſie between the above bound W. S. and one R. B. of, &c. Gent. Nephew of the ſaid R. B. concerning the Title of the Meſſuage or Tenement aforeſaid, And thereupon both of them the ſaid W. S. and R. B. have ſeveral claims to the Rent reſerved upon the ſaid Leaſe: And whereas at the requeſt of the ſaid W. S. the ſaid A. B. hath atturned Tenant to the ſaid W. S. and paid unto him the Arrears of Rent, due for the Meſſuages or Tenement and Premiſſes aforeſaid. Now the Condition of this Obligation is ſuch, that if the ſaid W. S. his Executors, Adminiſtrators or Aſſigns, or ſome of them ſhall from time to time and all times hereafter, at his and their own proper Coſts and Charges, upon reaſonable requeſt therefore to be made, ſufficiently ſave and keep harmleſs and indempnified the ſaid A. B. his Executors and Adminiſtrators, his and their Goods and Chattels, and every of them againſt the ſaid R. B. his Executors, Adminiſtrators or Aſſigns, and all other perſons whatſoever, of and for all ſuch Rent and Rents and Arrears of Rent, as the ſaid A. B. his Executors, Adminiſtrators and Aſſigns, hath paid or ſhall hereafter pay to the ſaid W. S. his Executors, Adminiſtrators or Aſſigns, for the Meſſuages or Tenements and Premiſſes aforeſaid, and of and from all Actions, Suits, Troubles, Loſſes, Damages, Diſtreſſes and Demands whatſoever, touching or concerning the ſame, Then, &c.

A Condition of a Churchwarden to give Account of all Stock, &c. in his Cuſtody.

THe Condition of this Obligation is ſuch, That whereas the above bound J.B. is lately elected and choſen Churchwarden of the Pariſh Church of, &c. by reaſon whereof he hath received and is to receive divers good things and Church Ornaments belonging to the Pariſh Church aforeſaid: If therefore the ſaid J. B. his Executors, Adminiſtrators or Aſſigns, on or before the, &c. which ſhall be, &c. or within 30 days next enſuing the death of the ſaid A. B. or his removal out of the ſaid Pariſh in caſe he ſhall dye, or to remove before the ſaid, &c. in the ſaid year, &c. at which of the ſaid 3 prelimited times ſhall firſt and next happen, do and ſhall not only make and deliver up unto ſuch Auditors as ſhall be then choſen and appointed for the purpoſes, to and for the uſe of the ſaid Pariſh and Pariſhioners, a full, true, plain and perfect Account and Reckoning in writing, of all ſuch Stock, Mony, Goods, Plate, Church Ornaments, and other things of and belonging to the ſaid Pariſh which are now delivered, or which ſhall hereafter come to his or their hands, or are or ſhall be by him or them renewed: But alſo ſhall make true payment and delivery to the ſaid Auditors, for the uſe of the ſaid Pariſh, all ſuch of the ſaid Stock, Monies, Goods, Plate or whatſoever elſe, as upon the foot of ſuch Account ſhall appear to have come and been received, And to be reſting in the hands and diſpoſal of him the ſaid J. B. his Executors or Adminiſtrators, and not by him or them neceſſarily diſburſed or laid out, for the uſe and occaſion of the Pariſh and Pariſhioners, Then, &c.

The Condition of a Bond, for payment of Rent by vertue of a Letter of Attorny.

WHereas the above named M. M. by her Writing or Letter of Attorny bearing date the day of the date above written; Hath made conſtituted and appointed the above bound J. G. her lawful Attorny and Aſſignee to demand, recover and receive in the name and to the uſe of the ſaid M.M. by all lawful ways and means whatſoever, of and from all every perſon and perſons whatſoever, whom it doth or ſhall concern, all ſuch Rents and Arrearages of Rents, and Sums of Mony as are due and payable unto the ſaid M.M. for all and every her Meſſuages, &c. ſituate, &c. with ſuch further powers and authorities as are needful and convenient for the recovering and receiving of the Premiſſes, as in and by the ſaid Letter of Attorny more at large it doth and may appear. Now the Condition of this Obligation is ſuch, That if the ſaid J.G. his Executors, Adminiſtrators or Aſſigns, or ſome of them ſhall from time to time, and at all times hereafter upon reaſonable requeſt, well and truly pay or cauſe to be paid unto the ſaid M.M. his Executors or Aſſigns, or to ſuch other perſon or perſons as ſhe the ſaid M. M. ſhall from time to time under her hand direct and appoint, all ſuch Rents and Arrearages of Rents and Sums of Mony, as he the ſaid J. G. ſhall receive by vertue of the ſaid Letter of Attorny, powers and authorities aforeſaid, of, for or in reſpect of the Meſſuages, Lands, Tenements and Hereditaments aforeſaid, or any of them, deducting thereout the Sum of, &c. *per Annum, viz.* the ſum of, &c. for every quarter of a year for his care and pains in and about

about the receiving of the Premiſſes, And alſo deducting ſuch reaſonable and neceſſary expences as he ſhall be at, in and about the recovering and receiving the ſame, Then, &c.

A Condition to follow a Calling within ſuch a Pariſh.

THe Condition, &c. That if the above bound E B. do or ſhall at any time or times hereafter, either directly or indirectly uſe, exerciſe or follow the Art, Trade or Myſtery of, &c. or, &c. or either of them in any place or places within the Pariſh of, &c. Or ſhall vend, ſell, utter or expoſe to ſale any Goods, Wares, Medicins, Commodities or other things whatſoever, that do or ſhall concern or in any wiſe belong to the ſaid Art, Trade or Myſtery of, &c. Then if the ſaid E. B. his Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the ſaid N. W. his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. of, &c. upon demand thereof without Fraud Covin or further delay, Then, &c.

Defeazances.

A Defeazance of 2 ſeveral Eſtates or Terms for years in Lands upon payment of ſuch a Sum yearly for 7 years, drawn in ſhort.

THis Indenture made, &c. Between E. B. of L. in the County of, &c. on the one part, and H. B. of H. in the County of G. on the other part. Whereas the ſaid H.B. by his Indenture bearing date with theſe preſents, and made between him on the one part, and the ſaid E.B. on the other part, for the Conſideration therein mentioned, Did Demiſe and to Farm let unto the ſaid E. B. his Executors and Adminiſtrators, All that the Mannor of N. with the Rights, Members and Appurtenances in the County of O. and other the Lands, Tenements and Hereditaments in the ſaid Indenture particularly expreſſed, for and during the Term of, &c. if the ſaid H. B. ſhould ſo long live, under a Peppercorn yearly Rent, And alſo by one other Indenture of the ſame date, and made between the ſame parties for the Conſideration of, &c. being one and the ſame Sum mentioned to be the Conſideration of the aforeſaid Indenture, Did Demiſe and to Farm let unto the ſaid E. B. his Executors and Adminiſtrators, All that parcel of, &c. called M. and other the Lands and Premiſſes herein particularly expreſſed, ſituate and being in the County of, &c. for and during the Term of 100 years without impeachment of Waſt, and under the like yearly Rent of one Pepper-corn, As in and by the ſaid ſeveral Indentures, Relation being thereunto had more at large

Recital of the Grants for years.

large may appear. Now this Indenture witneſſeth, And the true intent and meaning of the ſaid recited Indentures, and of theſe preſents, and of the parties to the ſame was and is ſo hereby declared to be; And the ſaid E. B. for himſelf his Executors and Adminiſtrators doth Covenant and Grant to and with the ſaid H. B. his Heirs and Aſſigns by theſe preſents, That if the ſaid H. B. his Heirs, Executors or Adminiſtrators, or any of them ſhall well and truly pay or cauſe to be paid unto the ſaid E. B. his Executors, Adminiſtrators or Aſſigns, the Yearly Sum of, &c. of good and lawful Mony of *England*, yearly and every year for and during the Term or time of 7 years, to be accounted from the, &c. day of, &c. laſt paſt, before the date thereof, the ſame to be paid at 2 days of payment in the year; (that is to ſay,) The, &c. day of, &c. and the, &c. day of, &c. by equal portions, the firſt payment to begin and be made on the, &c. day of, &c. next enſuing the date of theſe preſents, and the laſt payment to be made on the, &c. day of, &c. which ſhall be in the year of our Lord, &c. all the ſaid payments to be made at or in the Common Dining-Hall of the Middle Temple *London*, without making any defalcation or abatement to be made out of the ſaid yearly payments, or any of them for Taxes, Charges, Aſſeſſments or for other Cauſe or thing whatſoever, That then and from thenceforth the ſaid E. B. his Executors and Adminiſtrators, and all perſon and perſons claiming the Premiſſes, in and by the ſaid ſeveral recited Indentures mentioned to be demiſed, or any part or parcel of the ſame, from by or under him ſhall and will at the requeſt, coſt and charges of the ſaid H. B. his Heirs or Aſſigns, transfer and ſet over the ſaid Premiſſes, and every part and parcel

Declaration or Defeazance.

After all the payments Grantees to Aſſign their Terms to Grantor and his Heirs.

parcel of the ſame ſo expreſſed, to be demiſed by the ſaid Indentures or either of them reſpectively, together with the ſame Indentures unto the ſaid H. B. his Heirs or Aſſigns, or to ſuch perſon or perſons as he ſhall direct and appoint, diſcharged of all Incumbrances by him, them or any of them done or ſuffered, And that in the mean time from and after full payment and diſcharge of the ſaid yearly Sum of, &c. in manner as aforeſaid, and all Arrears of the ſame,

Till ſuch Aſſignment to be poſſeſſed in Truſt for Grantor, &c.

And until ſuch Aſſignment ſo to be made as aforeſaid, he the ſaid E. B. his Executors and Adminiſtrators, and all perſon and perſons ſtanding and being poſſeſſed of the ſaid Premiſſes or any of them, from by or under him ſhall ſtand and be poſſeſſed thereof, and of every part and parcel thereof in Truſt to and for the ſole uſe, benefit and behoof of the ſaid H. B. his Heirs and Aſſigns, and to and for no other uſe intent or purpoſe whatſoever: And the ſaid H. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant to and with the ſaid E. B. his Executors and Adminiſtrators, by theſe preſents, That he the ſaid H. B. his Heirs, Executors and Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid E. B. his Executors or Adminiſtrators, for and during the ſaid Term or time of ſeven years before mentioned, the ſaid yearly Rent or Sum of, &c. and every part thereof, at the days and place and in ſuch proportions as is before expreſſed for payment of the ſame, without making any deduction or abatement out of the ſaid yearly Sum or any part thereof for Taxes, Charges, Aſſeſſments or for other cauſe, matter or thing whatſoever, according to the true intent and meaning of theſe preſents. And it is hereby declared, concluded and agreed by and between the ſaid parties,

Covenant for payment.

That

That it ſhall and may be lawful to and for the ſaid H.B. his Heirs and Aſſigns, To have, hold and enjoy the ſaid Mannor, Lands, and all and ſingular the premiſſes, in and by the ſaid ſeveral in part recited Indentures mentioned to be granted, and receive and take the Rents and Profits of the ſame until breach of the Promiſe or Covenant before-mentioned, without the let, trouble or diſturbance of the ſaid E.B. his Executors or Adminiſtrators, and without any account to him or them to be had or given for the ſame. In witneſs, &c. Grantor to enjoy till default.

A Defeazance of a Conveyance of Land in Fee, by Leaſe and Releaſe, upon payment of a Sum of Money at a day, the Eſtate to ceaſe, &c. with power in the mean time for Grantor to make Leaſes, take Profits, &c. till default of payment.

THis Indenture made, &c. Between A. B. of, &c. of the one part, and E. F. of, &c. of the other part. Whereas the ſaid E.F. by his Indenture of Leaſe and Releaſe, bearing date, &c. made between him on the one part, and the ſaid A. B. of the other part, for the Conſiderations therein mentioned, did Grant, Bargain, Sell, Releaſe and Confirm unto the ſaid A. B. and his Heirs, all, &c. To Have and to Hold to the ſaid A. B. his Heirs and Aſſigns, to the uſe of him, his Heirs and Aſſigns, as in and by the ſaid Indentures, relation being thereunto had, may appear. Now this Indenture witneſſeth, and the true intent and meaning of the ſaid Indentures and of theſe preſents is, and of the parties to the ſame was and is hereby ſo declared to be. And the ſaid A. B. for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and grant to and Recital of the Leaſe and Releaſe. *Habendum.*

and with the ſaid E. F. his Heirs, Executors and Adminiſtrators by theſe preſents, That if he the ſaid E. F. his Heirs, Executors or Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid A. B. his Heirs or Aſſigns, the full and juſt Sum of, &c. of good and lawful Money of *England*, at or upon the, &c. day of, &c, the ſaid payment to be made in, &c. without any defalcation or abatement out of the ſame for Taxes, Charges, Aſſeſſments, or other cauſe or thing whatſoever, that then and from thenceforth the ſaid A.B. his Heirs and Aſſigns, and all perſon and perſons claiming the ſaid premiſſes, in, by or under the ſaid recited Indentures of Leaſe and Releaſe, or any part thereof, ſhall and will at the requeſt, coſt and charges of the ſaid E. F. or his Heirs, transfer, aſſign and ſet-over the ſaid recited Premiſſes, and every part and parcel of the ſame, ſo expreſſed to be granted as aforeſaid, together with the ſaid Indentures, unto the ſaid E. F. and his Heirs, or to ſuch other perſon or perſons as he the ſaid E. F. ſhall appoint, diſcharged of all Incumbrances by him or them done or ſuffered. And that in the mean time, from and after full payment and diſcharge of the ſaid Sum of, &c. as aforeſaid, and until ſuch Aſſignment to be made, he the ſaid A B. and his Heirs, and all perſons ſtanding and being ſeized of the Premiſſes, by, from or under him or them ſhould be ſeized thereof, and of every part and parcel thereof in Truſt, to and for the ſole uſe, benefit and behoof of the ſaid E. F. his Heirs and Aſſigns, and to and for no other uſe, intent or purpoſe whatſoever. And the ſaid E. F. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid A.B. his Heirs and Aſſigns, by theſe pre-

Upon Grantors payment of ſuch a Sum the Eſtate to ceaſe, &c. and Grantee to Reconvey to Grantor, or whom he appoints.

After Money paid, till Reconveyance, Grantee to ſtand ſeized to uſe of Grantor.

Covenant for payment of the Money.

preſents, That he the ſaid E. F. his Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid A.B. his Heirs or Aſſigns, the ſaid Sum of, &c. and every part thereof, at the day and place before expreſſed for payment of the ſame, without making any deductions or abatements out of the ſaid Sum or any part thereof, for Taxes, Charges, Aſſeſſments, or for other cauſe, matter or thing whatſoever, according to the true intent and meaning of theſe preſents. And it is hereby declared, concluded and agreed by and between the ſaid parties, That it ſhall and may be lawful to and for the ſaid E. F. and his Heirs, from time to time, and at all times hereafter, until default of payment of the ſaid Sum of, &c. or any part thereof, at the day and place before-limited and appointed for payment of the ſame, to make any Leaſe, Demiſe or Grant of all or any the ſaid Meſſuages, Lands, Hereditaments and Premiſſes in the ſaid in part recited Indentures contained for any Term or number of years whatſoever, ſo as ſuch Demiſe, Leaſe or Grant ſo to be made, be made *bona fide*, and that there be reſerved upon the ſame the beſt and moſt improved yearly Rent, that ſuch Meſſuages and Tenements ſo to be Leaſed can truly and *bona fide* be let for, and ſo as ſuch yearly Rents ſo to be reſerved, be payable and to be paid unto the perſon or perſons that ſhall be ſeized of the Reverſion of the ſaid Premiſſes ſo Leaſed, immediately expectant upon the ſame Leaſes ſo to be made. And laſtly, It is declared, concluded and agreed by and between all the ſaid Parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid E. F. and his Heirs, to have, hold, occupy and enjoy the ſaid Meſſuages, Lands, Hereditaments and

Grantor may make Leaſes till default in payment.

So as there be reſerved the moſt improved Rents:

And thoſe to be paid to thoſe that are ſeized of the Reverſion.

Grantor to enjoy quietly, till default, &c

and Premiſſes, and every part and parcel thereof, in and by the ſaid recited Indentures mentioned to be granted, and to receive and take the Rents, Iſſues and Profits of the ſame, until default of payment of the ſaid Sum of, &c. or any part thereof, at the day and place before-mentioned for payment of the ſame, without the let, trouble or diſturbance of the ſaid A. B. his Heirs or Aſſigns, and without any account to him, them or any of them to be had or given for the ſame. In witneſs, &c.

A Defeazance of Three ſeveral Indentures of Grants of Terms of years in Land, upon payment of a yearly Sum of Money for ſeveral years.

Recital of the Indentures.

THis Indenture made, &c. Between W. G. in the County of, &c. on the one part, and P. C. of W. in the County of, &c. Spinſter, on the other part. Whereas the ſaid P. C. in and by her Indenture bearing date with theſe preſents, and made between her on the one part, and the ſaid W. G. on the other part, Reciting as therein is recited for the Conſideration therein mentioned, did demiſe, grant and to Farm-let unto the ſaid W. G. his Executors and Adminiſtrators, all thoſe parcels of the Park or Ground called W. Park in the County of, &c. and other the Lands, Tenements and Hereditaments in the ſaid Indenture particularly expreſſed, for and during the Term of 99 years, if R. C. the elder, A. A. and G. C. or any of them ſhould ſo long live, under a Pepper-corn yearly Rent; and alſo by one other Indenture of the ſame date, and made between the ſame parties, Reciting alſo as is therein recited for the Conſideration therein mentioned, did demiſe, grant

grant and to Farm-let unto the ſaid W. G. his Executors and Adminiſtrators, all thoſe the demeſne Lands, &c. of W. aforeſaid, in the ſaid County of, &c. and other the Lands and Hereditaments in the ſame Indenture mentioned, for and during the like Term of 99 years, if P. N. E. his Wife and R. C. the younger, or any of them ſhould ſo long live, under a Pepper-corn yearly Rent; And likewiſe by one other Indenture of the ſame date with theſe preſents, made between the ſame parties, Reciting in like manner as therein is recited, for the Conſideration of, &c. being one and the ſame Sum, mentioned to be the Conſideration of both the aforeſaid Indentures, Did bargain, ſell, aſſign and ſet-over unto the ſaid W. G. his Executors and Adminiſtrators, all that parcel of the Park or Ground called W. Park, known by the Name of B. in the ſaid County of, &c. and other the Lands and Hereditaments in the ſaid Indenture mentioned and bounded, as therein is particularly expreſſed, for and during the remainder of a Term for 21 years yet to come and unexpired, under the yearly Rents, Covenants and Agreements in the ſame Indenture reſerved and mentioned, as in and the ſaid ſeveral Indentures, relation being thereunto had, more at large may appear. Now this Indenture witneſſeth, and the true intent and meaning of the ſaid ſeveral recited Indentures of theſe preſents and of the parties to the ſame, was and is ſo hereby declared to be. And the ſaid W. G. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid P. C. her Heirs, Executors and Adminiſtrators, by theſe preſents, That if ſhe the ſaid P. C. her Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall well and truly pay or cauſe to be paid

Declaration, or Defeazance.

paid unto the ſaid W.G. his Executors, Adminiſtrators or Aſſigns, the yearly Sum of, &c. of good and lawful Money of *England* yearly and every year, for and during the Term and time of 7 years, to be accounted from the Feaſt of St. *Martin* the Biſhop in Winter laſt paſt, before the date of theſe preſents, the ſame to be paid at 2 Days of payment in the year; (That is to ſay,) the 1*ſt* day of *July*, and the 1*ſt* day of *January*, by equal portions, the firſt payment to begin and be made on the firſt day of *July*, which ſhall be in the Year of our Lord, &c. and the laſt payment to be made on the firſt day of *January*, which ſhall be in the year of our Lord, &c. all the ſaid payments to be made in the *Middle Temple-Hall, London*, without any defalcation or abatement to be made out of the ſaid yearly payments, or any of them, for or by reaſon of any Taxes, Charges and Aſſeſſments impoſed or charged, or to be impoſed or charged upon the ſaid Premiſſes in the ſaid ſeveral Indentures mentioned, or any of them reſpectively, or upon the ſaid W.G. his Executors or Aſſigns, by reaſon of the ſaid Premiſſes, or any of them, by Authority of Parliament, or by any other Authority or Authorities whatſoever, for any other matter or thing whatſoever; Then and from thenceforth he the ſaid W.G. his Executors, Adminiſtrators or Aſſigns, and all perſon or perſons claiming the Premiſſes in and by the ſaid ſeveral in part recited Indentures mentioned to be granted and aſſigned, or any part or parcel of the ſame, from, by or under him, ſhall and will at the requeſt, coſt and charges of the ſaid P.C. her Executors, Adminiſtrators or Aſſigns, transfer and ſet-over the ſaid Premiſſes, and every part and parcel of the ſame, ſo expreſſed to be granted and aſſigned by

Upon laſt payment, Grantee to transfer the Premiſſes.

by the ſaid Indentures, either or any of them reſpectively, as aforeſaid, together with the ſame Indentures, unto the ſaid P. C. her Heirs, Executors or Adminiſtrators, or to ſuch perſon or perſons as ſhe ſhall for that purpoſe direct and appoint, diſcharged of all Incumbrances by him, them, or any of them done or ſuffered. And the ſaid P.C. for her ſelf, her Heirs, Executors and Adminiſtrators, and every of them, doth covenant and grant to and with the ſaid W.G. his Executors and Adminiſtrators by theſe preſents, That ſhe the ſaid P. C. her Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid W. G. his Executors, Adminiſtrators or Aſſigns, for and during the ſaid Term or time of 7 years beforementioned, the ſaid yearly Sum of, &c. and every part thereof, at the days and place and in ſuch proportions as in the Covenant before mentioned is expreſſed for payment of the ſame, without making any deduction or abatement out of the ſaid yearly Sum of, &c. or any part thereof for Taxes, Charges, Aſſeſſments or for other cauſe, matter or thing whatſoever, according to the true intent and meaning of theſe preſents. And it is hereby declared, concluded and agreed by and between the ſaid parties, That it ſhall and may be lawful to and for the ſaid P.C. her Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, To hold and enjoy the ſaid Premiſſes in the ſaid ſeveral in part recited Indentures mentioned, and take the Rents and Profits thereof, until ſome default ſhall happen to be made by the ſaid P. C. of or in the payment of the yearly Rent, or any the Sums of Mony herein before covenanted, by her to be paid or ſome part or parts of them, or ſome of them, or the performance of the reſpective Covenants herein before contained.

Covenant for true payment.

Grantor to enjoy till default in payment or breach of Covenant.

on the part of the ſaid P. her Heirs Executors or Adminiſtrators, to be done or performed or of ſome or one of the ſame Covenants, without the let or diſturbance of the ſaid W. G. his Executors or Adminiſtrators, and without any account to him or them to be had or given for the ſame.

Defeazance of a Statute Saple, upon performance of Covenants.

THis Indenture, &c. Between A. B. of the one part, and C. D. of the other part. Whereas the ſaid C. D. by one Recognizance or Writing Obligatory of the nature of a Statute Staple bearing date, &c. taken and acknowledged before Sir *John Vaughan* Knight, Lord Chief Juſtice of the Court of Common Pleas at *Weſtminſter*, is and ſtandeth bound unto the ſaid A. B. in the Sum of, &c. of, &c. payable as in and by the ſaid recited Statute, Relation being thereunto had more fully may appear. Now this Indenture witneſſeth, That it is nevertheleſs declared and agreed, by and between the ſaid parties to theſe preſents, And the ſaid A. B. doth for himſelf and his Heirs, Covenant, Promiſe and Grant to and with the ſaid C. D. his Heirs, Executors and Adminiſtrators, that if the ſaid C. D. his Heirs, Executors and Adminiſtrators, and every of them do and ſhall well and truly obſerve, perform, fulfil and pay, and keep all and every the Covenants, Grants, Articles, Clauſes, Proviſoes and Agreements whatſoever, which on his and their parts and behalfs are, and ought to be obſerved, performed, fulfilled, paid and kept, mentioned and comprized in one Indenture of Grant and Releaſe bearing even

even date with theſe preſents, made or mentioned to be made between, &c. in and by all things according to the Tenor, real intent and effect of the ſame Indenture, That then the ſaid Recognizance or Writing Obligatory above mentioned, ſhall be utterly void and of none effect, or otherwiſe the ſame ſhall ſtand and abide in full force and virtue. In witneſs, &c.

Defeazance of a Judgment upon Indemnifying one againſt an Obligation, he ſtands bound in with and for the Conuſor.

THis Indenture, &c. Between J. P. of the one part, and A. H. of the other part witneſſeth, That whereas the ſaid A. H. hath given a Warrant bearing date with theſe preſents, to acknowledge a Judgment in his Majeſties Court of King Bench at *Weſtminſter*, as of this preſent *Trin.* Term, unto the ſaid J. P. for 40 pounds of, &c. Nevertheleſs the ſaid J. P. is contented and agreed, and ſo doth hereby declare, covenant, promiſe and agree for himſelf his Heirs, Executors and Adminiſtrators, and every of them by theſe preſents, That if the ſaid A. H. his Heirs, Executors or Adminiſtrators, or any of them ſhall indempnifie, ſave and keep harmleſs the ſaid J. P. his Heirs, Executors and Adminiſtrators, and every of them, of, from and againſt one Obligation given by the ſaid J. P. and A. H. to W. A. or ſhall deliver up the ſaid Bond or Obligation unto the ſaid J. P. his Heirs, Executors or Adminiſtrators, to be cancelled and made void, or otherwiſe indempnifie the ſaid J. P. his Heirs Executors and Adminiſtrators, That then and upon requeſt he the ſaid J. P. his Heirs, Executors and Adminiſtrators, at the coſts and

charges of the ſaid A. H. his Heirs, Executors and Adminiſtrators ſhall and will acknowledge ſatisfaction upon the ſaid Judgment ſo as aforeſaid, to be entred by virtue of the ſaid Warrant, or if the ſaid Judgment ſhall not be entred as aforeſaid, That then the ſaid J. P. his Heirs, Executors and Adminiſtrators, ſhall deliver up to be cancelled and made void, the ſaid Warrant of Attorny unto the ſaid A. H. his Heirs, Executors or Adminiſtrators. In witneſs, &c.

Defeazance of a Statute Merchant, and of a Deed of Bargain and Sale.

THis Indenture made, &c. Between R. W. of, &c. on the one part, and J. L. of, &c. of the other part, witneſſeth, That whereas the ſaid J. L. ſtandeth bound to the ſaid R. W. in and by one Statute Merchant bearing date the, &c. day of, &c. and acknowledged before R. W. Major of the City of Y. and keeper of the greater part of the Seal of the Statutes Merchant within the ſaid City, and G. H. Eſquire, Clerk there and keeper of the leſſer part of the Seal, of the Statutes Merchant there appointed in the Sum of 300 *l.* of good and lawful Mony of *England*, payable on the, &c. day of, &c. next enſuing, as in and by the ſaid Statute Merchant, Relation being thereunto had, it doth and may more at large appear. And whereas the ſaid J. L. and E. his Wife, by their Indenture of bargain and ſale duly executed, bearing date with theſe preſents, for the Conſideration therein mentioned, did grant, bargain, alien, ſell, enfeoff, releaſe, deliver and confirm unto the ſaid R. W. his Heirs and Aſſigns, all, &c. except, &c. To Have and

Recital of the Statute Merchant.

Recital of the bargain and ſale.

to

to Hold the ſaid R. W. his Heirs and Aſſigns, to the only proper uſe and behoof of him the ſaid R. his Heirs and Aſſigns forever, as in and by the ſaid recited Indenture, Relation being thereunto had may more at large appear, Yet nevertheleſs witneſſeth theſe preſents, and it is covenanted, granted, concluded, conditioned and agreed, by and between the ſaid parties to theſe preſents and every of them; that if the ſaid J. L. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall pay or cauſe to be paid unto the ſaid R. W. his Executors, Adminiſtrators or Aſſigns, the Sum of in and upon the, &c. day of, &c. without fraud or further delay, That then as well the ſaid Statute Merchant, as alſo the ſaid recited Indenture of bargain and ſale ſhall be void, fruſtrate and of none effect, as to the ſaid R. W. his Heirs, Executors, Adminiſtrators and Aſſigns, and that then and from thenceforth he the ſaid R. W. and his Heirs ſhall ſtand and be ſeized of the ſaid granted Premiſſes with the Appurtenances, to the uſe of the ſaid J. L. his Heirs and Aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever, And that in the interim until default ſhall happen of the payment aforeſaid, in form aforeſaid it ſhall and may be lawful, to and for the ſaid J. L. his Heirs and Aſſigns, to receive and take to and for his and their own proper uſe and uſes, the Rents, Iſſues and Profits of the afore-mentioned Premiſſes. But if default ſhall happen to be made of, or in the payments aforeſaid, then as well the ſaid Statute Merchant, as alſo the recited Indenture of bargain and ſale, and all the power and Eſtate thereby given and granted to the ſaid R. W. his Heirs and Aſſigns, to ſtand and continue to the only uſe of him the ſaid R. W. his Heirs and Aſſigns for ever, in full force, effect

The *Habendum* of the bargain and ſale.

and virtue, abſolute and without any proviſoe, clauſe, condition or power of redemption whatſoever. In witneſs, &c.

Defeazance of a Statute Merchant, for payment of ſeveral Sums of Mony at ſeveral times.

THis Indenture made, &c. Between E. B. of, &c. on the one part, and R. S. of, &c. on the other part witneſſeth, That whereas the ſaid R. S. by his Bond of Statute Merchant, bearing date with theſe preſents, and acknowledged before H. L. Major of the City of L. and keeper of the greater part of the Seal of the Statutes Merchant there, and R. G. Eſquire, Clerk of the Statutes and keeper of the leſſer part of the ſame Seal of the ſame Statutes there, acknowledged and become bound unto the ſaid E. B. in the full Sum of, &c. payable at the Feaſt day of the Nativity of St. *John* the *Baptiſt* next enſuing, after the date of the ſaid Bond of Statute Merchant, as in and by the ſaid Bond of Statute Merchant, whereunto relation being had fully appeareth; Yet nevertheleſs it is covenanted, conditioned and agreed by and between the ſaid parties to theſe preſents, And the ſaid E. B. doth hereby agree to and with the ſaid R. S. that if the ſaid R. S. his Heirs, Executors, Adminiſtrators or Aſſigns, or any or either of them do and ſhall well and truly ſatisfie, content and pay, or cauſe to be well and truly ſatisfied, contented and paid unto the ſaid E. B. his Executors, Adminiſtrators or Aſſigns, the ſeveral Sums of Mony herein after mentioned, at the ſeveral days and times herein after limited and expreſſed; (that is to ſay,) The full Sum of 20 *l.* of good and lawful Mony of *England*, in and upon the, &c. day

day of, &c. next enſuing the date of theſe preſents, the like Sum of 20 *l.* of like Mony in and upon the, &c. day of, &c. which ſhall be in the year of our Lord, &c. the like Sum of 20 *l.* of like lawful Mony in and upon the, &c. day of, &c. and the like Sum of, &c. of like lawful Mony in and upon the, &c. day of, &c. and the like Sum of, &c. of like lawful Mony, in and upon the ſecond day of, &c. thence next following, and the full Sum of 20 *l.* of like lawful Mony, in and upon the, &c. day of, &c. which ſhall be in the year of our Lord, &c. without any manner of fraud or deceipt, and according to the days herein before mentioned and limited for payment thereof, and according unto a certain Indenture of Defeazance of a certain Deed of bargain and ſale of certain Lands and Tenements in S. aforeſaid, made between the ſaid R. S. of the one part, and the ſaid E. B. on the other part, and which Deed of Defeazance beareth the ſame date with theſe preſents, Then the ſaid Bond and Statute Merchant to be void, or elſe of force. In witneſs, &c.

A Defeazance upon a Judgment by Indenture, upon payment of a Sum of Mony at a day, with a Releaſe of Errors upon the Judgment by Conuſor.

THis Indenture made, &c. Between A. N. of, &c. of the one part, and J. S. of, &c. of the other part. Whereas the ſaid A. N. hath this preſent *Trinity* Term recovered a Judgment againſt the ſaid J. S. in the Court of Kings Bench at *Weſtminſter*, for 500 *l.* debt beſides coſts of Suit, as by the Records thereof remaining in the ſaid Court, it doth and may more at large ap- Recital of the Judgment.

pear. Now this Indenture witneſſeth, That the ſaid A. N. doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid J. S. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, That if the ſaid J. S. his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid A. N. his Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. of lawful Mony of *England* on the, &c. That then he the ſaid A. N. his Executors, Adminiſtrators and Aſſigns, ſhall and will upon reaſonable requeſt, and at the coſts and charges of the ſaid J. S. his Executors or Aſſigns, acknowledge ſatisfaction upon Record, of and for the ſaid Judgment, and the debt and damages thereby recovered, and in the mean time will not take out or cauſe to be taken out, any Writ or Writs of Execution upon the ſaid Judgment. And the ſaid A. N. for himſelf, his Heirs, Executors and Adminiſtrators, hath Remiſed, Releaſed and for ever quit claimed, and by theſe preſents doth Remiſe, Releaſe and for ever quit claim unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, all and all manner of Action and Actions, and all and every Writ and Writs of Error and Errors whatſoever, for or by reaſon of the ſaid Judgment, or for or by reaſon of any entries or proceedings thereupon or relating thereunto. In witneſs, &c.

Covenant upon payment at a day to acknowledge ſatisfaction, &c.

Releaſe of Errors by Conuſor.

Eccle-

Eccleſiaſtical Inſtruments.

Admiſſion of a Noblemans Chaplain.

OMnibus Chriſti fidelibus ad quos hoc preſens ſcriptum pvenerit ꝓhonorabilis D. Comes N. Baro de F. & Nobiliſſimi Ordinis Garterij Miles, Salutem in Dño. Noveritis nos ꝓfatę Comitę N. recepiſſe & admiſiſſe Dilectum mihi in Chriſto T. A. Clericum ob ejus Vitę & Morum integritatem, ſanamq; Doctrinam aliarumq; Virtutum meritas, quibus eum Deus optimus, maximus inſignivit, ut Capellanum meum Domeſticum & familiarem Ipſumq; T. in numerum Capellanorum meorum domeſticorum, ad effectualiter Conſequendum omnia & ſingula privilegia, gratias, libertates & provenientias Capellanorũ, Epiſcoporũ, Procerum & Baronum hujus regni Angliæ p Statutum Parliamenti ejuldem Regni indulę & conceſs aggregaſſe, Quocirca hoc Univerſitati veſtre atteſtatum & declaratum eſſe volumus p ꝓſentes. In cujus rei teſtimonium Sigillum meum ad arma ꝓſentibus appoſui. Dat', &c.

Advocatio Beneficij Eccleſiaſtici.

OMnibus Chriſti fidelibus ad quos hoc preſens ſcriptum pvenerit T. J. de Civitate L. Ar, Gardianus legitimus J. W. veri & indubitati Patroni Rectorię Eccleſię parochialis de M. in Comitatu D. Salutem in Domino ſempiternam. Noveritis me

T. J.

T. J. ex certis cauſis & conſiderationibus me ad id juſte moventibus dediſſe & conceſſiſſe, atq; hoc p̄ſenti ſcripto meo, dare & concedere W. L. Civitatis London Ar, Executoribus & Aſſignatis ſuis, primam & p̄rimam advocationem, donationem & liberam diſpoſitionem, p̄dict Rectorie Eccleſie parochialis de M. p̄dict p̄o unica vice & p̄rima vacatione tantum, ita quod bene liceat p̄fato W. L. Executoribus & Aſſignatis ſuis, quemcunq; virum aptum, & literatum, ad dictam Rectoriam Eccleſie parochialis de M. cum p̄ mortem, reſignationem, p̄motionem, ceſſionem, p̄mutationem, dimiſſionem, ſeu alium modum quemcunq; p̄imo & p̄rimo vacare contigerit loci illius Ordinario & Dioceſano nominare & p̄ſentare. Ceteraq; omnia & ſingula ad Patroni munus & officium ſpectantia p̄ficere, adeo plene & integre ſicut Egomet in ea parte facerem, ſi hec p̄ſens conceſſio facta non fuiſſet. In cujus rei teſtimonium Sigillum meum p̄ſentibus appoſui. Dat, &c.

Aliquando inſeratur hæc Clauſula ante verba, In cujus rei, &c. immediate, viz.

Et Nos p̄fatus T. J. & J. T. hanc noſtram conceſſionem contra Nos & Aſſignatos Noſtros quoſcunq; Warrantizabimus & defendemus in perpetuum. In cujus rei, &c.

Certifi-

Certificatorium de ſufficientia perſonæ in Arte Medica.

UNiverſis in Chriſto fidelibus ad quos hoc p̄ſens ſcriptum p̄venerit, Nos quorum inſcripta ſunt nomina p̄o cujuſq; perſone merito & dignitate, debitam Reverentiam. Cum pium ſit, & equitatis Officio maxime conſentaneum, veritati teſtimonium p̄hibere. Cumq; R. T. de C. in Comitatu D. has Literas Noſtras Teſtimoniales ſibi concedi petierit Nos tam honeſte ejus petitioni (quantum in Nobis eſt) obſecundare volentes, teſtamur & Notum facimus per p̄ſentes, dictum R. T. per multos retro abhinc annos ſedulam ſtudiis ſuis in Arte Medica dediſſe operam, & in eiſdem p̄ceſſus feciſſe tam laudabiles, ut quamplurimi paſſim egroti, ope ejus (Deo adjuvante) ad p̄riſtinam ſuam ſanitatem fuerint reſtituti; Inſuper vitam, moreſque ſuos, jurta leges & conſuetudines Eccleſie Anglicane, pie, ſobrie, religioſeq; inſtituiſſe: Ideoq; Nos in illa facultate Doctores, ſive Licentiati, eum dignum cenſemus in eadem facultate, Licentia, ſive P̄rivilegio etiam P̄racticandi. In cujus Rei fidem & Teſtimonium nomina & cognomina ſigilliaque Noſtra p̄ſentibus appoſuimus. Dat. &c.

Literæ Teſtimoniales de Vita laudabili Miniſtri.

OMnibus Chriſti fidelibus ad quos hoc p̄ſens ſcriptum p̄venerit, Nos quorum nomina ſubſcripta ſunt p̄o merito & dignitate cujuſq; perſone debitam Reverentiam. Cum A. B. literas Noſtras Teſtimoniales

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de vita sua laudabili & morum probitate, sibi concedi petierit, Nos, honestam suam petitionem (quantum in Nobis est) satisfacere volentes, testamur per p̄sentes dictum A. B. sedulam literarum studiis dedisse operam, vitamq; suam sobrie & pie per omnia instituisse, & adhuc in re Religionis, nihil unquam (quantum Nobis innotescere potuit) aut credidisse, aut tenuisse, quod non Sacrarum Literarum authoritate, Ecclesiq; Anglicane calculo, comprobatum sit, ejusq; ceremoniis consentaneum: In cujus Rei testimonium nomina Nostra subscripsimus. Dat, &c.

— Alia forma.

NOs quorum nomina subscripta sunt. Notum facimus omnibus & singulis quorum interest & per p̄sentes Attestamur A. B. Clericum in Artibus Baccalaureum in Studiis Theologicis progressus fecisse laudabiles, & ad p̄dicandum Verbum Dei idoneum esse, Nihilq; tenuisse aut tenere, nisi quod Orthodoxum, & Doctrine Ecclesie Anglicane consentaneum sit, vitam quoque & mores pie & sobrie instituisse. In cujus Rei testimonium nomina Nostra subscripsimus. Dat, &c.

Præsentatio ad Rectoriam.

REverendo in Christo Patri, ac Domino Domino J. permissione Divina Roffens Episcopo, Vestrove Vicario in Spiritualibus Generali, aut alij cuicunq; persone, hanc meam presentationem admittendi, Potestatem habenti, seu habituro; Vester humilis, & devotus

votus A. B. de H. in Comitatu G. Armiger, verus & indubitatus Rectorie & Eccleſie Parochialis de L.* in Comitatu C. Dioceſi R. Cantuarienſis Prouincia Patronus, Omnimodas obedientiam & reuerentiam tanto Reuerendo Patri debitas & condignas cum honore; Ad Rectoriam & Eccleſiam parochialem de L. p̃dict, jam vacantem per mortem naturalem B. P. Clerici, ultimi incumbentis ibidem, & ad meam Preſentationem pleno jure ſpectantem & pertinentem Dilectum mihi in Chriſto J. W. Clericum in Artibus Magiſtrum veſtre Reuerende Paternitati preſento. Humiliter ſupplicans quatenus eundem J. W. ſic per me preſentatum, ad & in Rectoriam & Eccleſiam parochialem de L. p̃dicta admittere, Ipſumq; Rectorem ejuſdem Eccleſie, cum ſuis Juribus, membris, & pertinentiis univerſis, legitime & Canonice, inſtituere, inveſtire, & induci mandare, Ceteraq; facere, peragere, & adimplere, que Veſtro in hac parte incumbunt Officio Paſtorali, gratioſe dignemini, cum favore. In cujus Rei teſtimonium Sigillū meum ad arma p̃ſentibus appoſui. Datum, &c.

Nota, Si Præſentatio Archiepiſcopo directa ſit, inſerantur hæc verba:

* Eccleſie veſtre Cathedralis & Metropolitice Chriſti Cantuarienſis, Juriſdictionis immediate.

Præſen-

Præſentatio ad Rectoriam per Curatores, Patrono in minori ætate exiſten'.

REverendo in Chriſto Patri ac Domino Domino GILBERTO permiſſione divina Londoñ Epiſcopo, veſtrove Vicario in Spiritualibus Generali, aut alij cuicunque, hanc meam p̃ſentationem admittendi, Poteſtatem habenti, vel habituro; Nos G.T.gen & H.C. Cives & Clothworker Londoñ, Guardiani & Cutores Arabelle A. minoris, filie Naturalis & legitime, ac Heredis Domini E.A. & Domine F.A. ejus Uroris reſpective defunctoꝝ, vigore Teſtamenti & ultime Voluntatis ipſius Domine F.A. durante minori etate dicte Arabelle A. legitime conſtituti ac ratione dicte Curationis (durante minori etate dicte Minoris) veri & indubitati (p̃o hac vice jure, & nomine dicte Minoris) Patroni Rectorie & Eccleſie parochialis de B. als B. in Comitat Eſſexie Dioceſios Londoñ, omnimodam Reverentiam debitam cum honore. Ad Rectoriam & Eccleſiam parochialem de B. als B. p̃dict, modo per mortem Naturalem J. T. Clerici, ultimi Rectoris & Incumbentis ibidem vacan, & ad Noſtram p̃ſentationem (ut p̃fertur) p̃o hac vice ſpectantem. Dilectum Nobis in Chriſto J. L. Clericum in Artibus Magiſtrum, Vobis per p̃ſentes, jure & nomine dicte Minoris, p̃ſentamus. Humiliter Rogantes, quatenus eundem J. L. ſic per Nos p̃ſentatum, ad & in Rectoriam & Eccleſiam parochialem de B. als B. p̃dict admittere, Ipſumque Rectorem ejuſdem Eccleſie, cum ſuis juribus membris & pertinentiis univerſis, legitime & Canonice inſtituere, inveſtire, & induci mandare; Ceteraq; facere peragere, &

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adimplere, que veſtro in hac parte incumbunt Officio Paſtorali, gratioſe dignemini cum favore. In cujus rei teſtimonium, &c.

Præſentatio ad Societatem Collegii

REverendiſſimo in Chriſto Patri ac Dño Dño G. prouidentia Divina Cant' Archiepiſcopo, totius Anglie Primati & Metropolitano, atq; Epiſcopatus Eliensis (ſede jam vacante) Spiritualitatis cuſtodi. Veſtri humiles & devoti filij, Magiſter, ſive Cuſtos, & Socij Collegij beate Marie, & Sancti Johannis Evangeliſte, & Radegundi vulgariter nuncupati Jeſus Colledge, in Alma Academia Cantabrigiensi omnimodam reverentiam tam Reverendiſſimo Patri debitam, Cum Magr G. J. in Sacra Theologia Baccalaurei locus ſive Societas in dict' Collegio noſtro, per ceſſionem voluntariam ejuſdem G. J. nuper vicaverit, prout in p̄ſenti vacat. Nos jurta Statute Noſtrorum tenore in ejus locum T. A. in Artibus Inceptum, & B. A. in Artibus Inceptum, quorum in re Literata progreſſus eruditionem & doctrine minime contemnendi, moreſq; diutina experientia in Collegio Noſtro certo novimus eſſe honeſtos; in Societatem dicti Collegij Noſtri elegerimus, eoſdemq; Paternitati veſtre Reverende, per Nos in Societatem dicti Collegii electos eſſe ſignificamus, & tenore p̄ſentium eidem p̄ſentamus, humiliter ſupplicantes quatenus illud ipſorum per Nos (ut p̄fertur) nominatorum & preſentatorum quem magis idoneum, & dicto Collegio noſtro utiliorem ſore videritis, ad dictum locum ſive Societatem in Collegio Noſtro p̄dicto quem ſive quam dictus Magr G. J. nuper

nuper in eodem possedit, habuit & tenuit, admittere; Ipsumq; in perpetuum Socium dicti Nostri Collegij cum omnibus emolumentis commodis, juribus & interesse eidem Societati quodvismodo spectantibus & pertinentibus instituere, & investire; Ceteraq; facere, pagere, & pimplere, que Statuta Nostra Authoritati Paternitatis vestre Reverende in hac parte referunt, dignemini cum favore. In cujus rei testimonium Sigillum Nostrum Commune ꝑsentibus appposuimus. Dat, &c.

Qualificatio, sive Admissio Clerici in Capellanum Magnatis.

OMnibus Christi fidelibus ad quos hoc ꝓsens scriptum ꝑvenerit JOHANNES permissione Divina, &c. Episcopus, Salutem in Domino sempiternam. Noveritis me ꝑfatum Episcopū Dilectum mihi in Christo A. B. Artiū Magistrū ꝓ diversis causis & considerationibus legitimis me ad id specialiter moventibus, in unum de Numero Capellanorum meorū Familiariorū & Domesticorum die confectionis ꝑsentium admisisse & recepisse, dando & concedendo eidem Capellano meo omnia & singula Privilegia, Commoditates, Libertates, Prerogativas & Preheminentias Capellanis Procerum, de jure Statutis, Ordinationibus, Provisionibus & Consuetudinibus hujus inclyti Regni Anglie quovismodo competentia, Rogans insuper omnes quorum interesse, seu interesse poterit in hac parte; Quatenus dictum A. B. Capellanum meum Domesticum hujusmodi, nullo modo molestent perturbent, seu gravent in aliquo, contra tenorē ꝑsentium, & Statuta Parliamenti

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pro Capellanis Magnatum & Prænobilium Virorum in ea parte edita, facta & provisa. In cujus rei teſtimonium Sigillum meum præſentibus appoſui. Dat, &c. die menſis Decembris, Anno Dom, &c.

Reſignatio Vicariæ.

IN Dei Nomine, Amen. Coram vobis Notario Publico & Authentica perſona Veſtra, ac teſtibus fidedignis, hic præſentibus; Ego J.B. Clericus Vicarius Vicarie Eccleſie parochialis de W. in Comitatu S. Dioceſi Ciceſtrenſi Cantuarienſiq; Provincia volens & affectans ex certis veris & legitimis cauſis me & Animam meam in hac parte ſpecialiter moventibus ab onere cura & regimine dicte mee Vicarie & Eccleſie parochialis de W. prædice, ac cure Animarum parochianorum ejuſdem penitus erui & exoneravi. Eandem igitur Vicariam & Eccleſiam meam parochialem de W. prædicto in Sacras & Venerabiles manus Reverendi in Chriſto Patris ac Domini Domini S. permiſſione Divina Londin Epiſcopi moderni ejuſdem Loci Ordinarij aut alterius cujuſcunq; hanc meam Reſignationem admittendi Poteſtatem habentis ſeu habituri, non vi aut metu ad hoc inductus ſeu coactus, ſed pure, ſponte, ſimpliciter, & abſolute reſigno & ab eadem recedo; Eandemq; Vicariam & Eccleſiam de W. prædicta, tam re quam verbo unacum ſuis juribus & pertinentiis quibuſcunq; dimitto Juri quoque titulo & intereſſe meis in dicta Vicaria quodviſmodo præhabitis & hactenus competen ad omnem juris & facti effectum renuncio, eiſdemq; cedo, & ab eisdem recedo totaliter & in hiis ſcriptis.

Act' ſuper Reſignatione prædict'.

SEcundo die menſis Octobris, Anno Domini, &c. Lecta & interpoſita fuit hujulmodi ſuprascripta Reſignatio per præfatum J. B. Clericum coram J. J. Notario Publico infra-ſcripto ac teſtibus infranominatis in edibus mei dicti Notarij infra parochiam Sancti Gregorij Civitate London notorie ſitis & ſcituatis, Qui quidem Magiſter J. B. reſignavit, ceſſit & cetera fecit in omnibus & per omnia ꝓut in ſuprascripto Reſignationis prothocollo continetur, ꝑſentibus tunc & ibidem A. B. C. D. & D. E. Literatis. Teſtibus, &c.

Teſtibus
A. B.
C. D.
D. E.

Ita Teſtor
J. J. Notari⁹ Publicus.

Revocatio Reſignationis.

IN Dei Nomine, Amen. Coram vobis Notario Publico publicaq; & authentica perſona, ac teſtibus fidedignis hic ꝑſentibus, Ego J. B. Clericus in Artibus Magiſter Vicarius perpetuus Vicarie perpetue & Eccleſie parochialis de W. in Comitatu B. Dioceſi C. Cantuarienſiq; Prouincie, dico, allego, & in hiis Scriptis in jure ꝓpono; Quod cum Ego ꝑfat J. B. dictam meam Vicariam, & Eccleſiam parochialem, de W. ꝑdict. unacum ſuis Juribus & pertinentiis quibuſcunq; in Sacras manus Reverendi Patris Ciceſtr Epiſcopi moderni, ejuſve in Spiritualibus Vicarij Generalis, aut alterius eandem meam

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am reſignationem admittendi poteſtatem habentis ſeu habituri, coꝛam quodam Magiſtro J. J. Notario Publico, ac teſtibus utcunq; tunc pſentibus, fecerim & indeliberate reſignaverim & dimiſſerim: Ex certis veris tamen juſtis & legitimis cauſis me, & Animum meum jam ad id movẽtibus, pfatam reſignationem, ceſſionem, ac dimiſſionem, dicte Vicarie & Eccleſie mee parochialis de W. pdict, utcunq; (ut pfertur) inconſulte & indeliberate factam & interpoſitam cum non aliunde habeam quo vitam meam juxta qualitatem oꝛdinis mei ſuſtentare poſſem (re integra exiſtenti ac adhibito mihi melioꝛi & ſanioꝛi conſilio) omnibus melioꝛibus & efficatioꝛibus via modo & juris foꝛma quibus melius & efficatius de jure poſſim aut debeam palam publice & expꝛeſſe in hiis Scriptis revoco & retracto, & p ſic revocatis & retractis haberi volo, peto, & poſtulo. Curam etiam onus & regimen dicte mee Vicarie de W. pdicta ad omnem juris effectum, in me reaſſumo, eiſdemq; inſervire & adhꝛerere, uti frui retinere & gaudere, in tam amplis modo & foꝛma perinde ac ſi pdicta reſignatio, ceſſio, ſive dimiſſio ptenſa non fuiſſet facta, inſtanter ptеſtoꝛ.

Actus ſuper Revocationem prædict'.

DEcimo die menſis Octobꝛis, Anno Dñi, &c. Lecta & interpoſita fuit hujuſmodi ſupꝛaſcripta Revocatio per pfatum J. B. Clericum coꝛam me J. J. Notario Publico infraſcripto ac teſtibus infranominatis in edibus mei dicti Notarij infra parochiam Sancti G. Civitate London notoꝛie ſitis & ſcituatis (Qui quidem Magiſter J. B. Reſignationem ſuam

Priorem revocavit, Ceteraq; omnia & ſingula fecit prout in ſupradicto Prothocollo Revocationis continetur, p̃ſentibus tunc & ibidem A.B. C.D. & D.E. Literatis. Teſtibus, &c.

Teſtibus
A.B.
C.D.
D.E.

Ita Teſtor
J.J. Notarius Publicus.

Reſignatio Domus Canonicalis.

IN Dei Nomine Amen. Coram vobis Notario Publico publicaq; & authentica perſona ac teſtibus fidedignis hic p̃ſentibus Ego N.C. Clericus, Theſaurarius Eccleſie Cathedralis de W. ex certis cauſis & conſiderationibus me & animum meum in hac parte ſpecialiter moventibus, Domum meam Canonicalem ſcituatam in quadam Venella prope Eccleſiam Cathedralem p̃dictam, ac inter Domũ quandam, modo in tenura & occupatione N. N. Sacre Theologie Profeſſoris & Domum quandam modo in tenura & occupatione A.D. Legũ Doctoris, in manus venerabilium virorum Dominorum Decani & Capituli Eccleſie Cathedralis de W. p̃dicta, & eorum Succeſſorum ex meo mero motu non vi metuve ad hoc inductus ſeu coactus, ſed pure ſponte ſimpliciter & abſolute reſigno, & ab eadem recedo, eandemq; tam re quam verbo, unacum ſuis pertinentiis quibuſcunq; dimitto, &c. Juris quoq; titulo & intereſſe meis in eadem Domo prehabitis ad omnem juris & facti effectum totaliter in hiis Scriptis renuncio.

Actus

Actus ſuper Reſignatione prædicta.

Decimo die menſis Octobris, &c. Lecta & interpoſita fuit hujuſmodi ſuprascripta Reſignatio per ꝑlatum R. C. Clericum coram me J. J. Notario Publico infraſcripto ac teſtibus infranominatis in Edibus mei dicti Notarij infra parochiam, &c. notorie ſitis & ſcituatis. Qui quidem Magiſter R. C. reſignavit, ceſſit & cetera fecit in omnibus & per omnia ꝓut in ſuprædicto reſignationis Protocollo continetur, ꝑſentibus tunc & ibidem A.B. C.D. D.E.

Teſtibus
A.B.
C.D.
D.E.

Ita Teſtor
J. J. Notarius Publicus.

Aliud genus Reſignationis factæ de Prebenda.

Omnibus Chriſti fidelibus ad quos hoc ꝑſens Scriptum pervenerit, Salutem in Domino. Cum Ego R. H. Sacre Theologie Profeſſor, Prebendã ſive Canonicatum unum in Eccleſia Cathedrali & Metropolitica Chriſti Cantuar jam habeo & gaudeo, ad donationem, Collationem, & liberam diſpoſitionem, Domini noſtri nunc Regis pleno jure ſpectantem, Habendum & tenendum Prebendam ſive Canonicatum ꝓdicē mihi ꝑlato R. H. durante vita mea naturali, unacum omnibus & omnimodis Domibus, Edificiis, Manſionibus, ceteriſq; juribus, membris, & pertinentiis univerſis, dicæ Prebende, ſive Canonicatus quovismodo pertinentibus ſive impoſterum

ſpectantibus, Sciatis nunc quod Ego p̃fatus R. H. p̃o quibuſdam juſtis cauſis ac conſiderationibus me ſpecialiter in hac parte moventibus p̃dictam Prebendam ſive Canonicatum in dicta Eccleſia Cathedꝛali & Metropolitica Chꝛiſti Cant, vacuam eſſe volo, & Literas Patentes D. J. nuper Anglie Regis ſub Magno Sigillo Anglie ſigillatas gerentes datum apud Weſtmon die Anno Regni ſui Anglie pꝛimo & Scotie 27. Pꝛebendam & Canonicatum meum p̃dictum, cum ſuis Juribus, membꝛis, & pertinentiis univerſis, per hoc Scꝛiptum meum, ſurſum reddo in manus Domini noſtri Caroli Dei gratia Anglie, Scotie, Francie & Hibernie Regis, fidei defenſoꝛis. In cujus rei teſtimonium huic p̃ſenti ſcripto meo Sigillum meum appoſui. Dat die menſis Anno Regni Domini noſtri Caroli Dei gratia Anglie, Scotie, Francie & Hibernie Regis fidei defenſoꝛis, &c. Annoq; Regni, &c.

Reſignatio Officii Cuſtodis Collegij.

IN Dei Nomine Amen. Coꝛam Vobis Notario Publico publicaq; & Authentica perſona, ac teſtibus fidedignis hic pꝛeſentibus. Ego A. B. Artium Magiſter Pꝛeſidens Collegii Sancti Johannis Baptiſte in Univerſitate Oxon, volens & affectans ex certis cauſis juſtis raꝛonabilibus & legitimis me & Animum meum in hac parte ſpecialiter moventibus ab onere & regimine dicti Officij Pꝛeſidentis erui penitus, & exonerabi dictum Officium meum Pꝛeſidentis Collegij p̃dicti, unacum ſuis juribus, membꝛis, & pertinentiis univerſis in manus cujuſcunq; vel quoꝛumcunq; hanc meam reſignationem admittendi

poteſta-

poteſtatem quomodolibet habentis, ſeu habentium, habituri aut habituroꝝ non vi vel metu, ad hoc coactus, nec dolo vel fraude ad id inductus neq; aliqua alia machinatione ſiniſtra circumventus, ſed ex mea certa ſcientia, animoq; deliberato pure, ſponte, ſimpliciter & abſolute in hijs ſcriptis reſigno, dictumq; Officium meum ad omnem juris effectum exinde ſequi valentem unacum omnibus juribus membris & pertinentiis univerſis eidem Officio ſpectantibus vacuam dimitto. Juri quoq; titulo & poſſeſſioni meis in dicto Officio Præſidentis Collegij Sancti Johannis Baptiſtæ, p̃dicti præhabitis & hactenus mihi in eodem competentibus quovismodo, renuncio eis quoq; cedo, & ab eiſdem totaliter & expreſſe recedo in hijs ſcriptis, ſub hac tamen lege & conditione, quod ſi contigerit T. L. Artium Magiſtrum, & Socium Collegij Jeſu in Cantabrigia p̃dicæ in Magiſtrum ſive Cuſtodem Collegij p̃dicti infra Octo dies a tempore publicationis & intimationis hujuſmodi reſignationis meæ in dicto Collegio ſiend jurta Statuta fundationem & ordinationem ejuſdem Collegij, debito modo electi, & Magiſtrum ſive Cuſtodem Collegij p̃dicti præfici & admitti; Quod tunc & in eo caſu volo & intendo iſtam meam reſignationem ſuum debitum ſortiri effectū, alioquin volo eandem nullius penitus eſſe roboris aut momenti: Ipſamq; reſignationem meam modo p̃miſſo factam & interpoſitam, caſu quo contigerit p̃fatum T. L. Officium Magiſtri ſive Cuſtodis Collegii p̃dicti modo p̃dicto minime adipſci, ex nunc prout extunc, & extunc prout ex nunc expreſſe revoco, & pro revocata, caſſata, & irrita ad omnem juris effectum exinde ſequi valentem haberi, & reputari volo & intendo, p̃ſenti reſignatione

mea in aliquo non obſtante. Et inſuper Ego ꝑfatus A. B. volens & affectans hanc meam reſignationem ſuum debitum ſortiri effectum. Dilectos mihi in Chriſto S. N. S. H. & J. C. Artium Magiſtros Socios Collegij ꝑdicti conjunctim & diviſim meos veros, certos legitimos ac indubitatos Procuratores, Actores, Factores, Negotiorumq; meorum geſtores, & nuncios ſpiales, ad infraſcripta nomino, ordino facio & conſtituo dans & concedens eiſdem Procuratoribus meis conjunctim & eorum cuilibet, per ſe diviſim & inſolidum Poteſtatem Generalem, & mandatum ſpeciale, vice, loco, & nomine meis, dictam Reſignationem, Ceſſionem, ſive Renuntiationem meam, tam Vice-Preſidenti & Sociis Collegij memorati, quam etiam omnibus & ſingulis aliis ad quos in hac parte attinet notificandi, intimandi & exhibendi, dictamq; Reſignationem, Ceſſionem, ſive Renunciationem, Admitti & Officium Preſidentis hujuſmodi, vigore ejuſdē Reſignationis, Ceſſionis, ſive Renuntiationis, vacare, ac ad omnes Juris effectus exinde quodlibet ſequi valentes vacuum eſſe pronunciari, determi, & declarari petendi, requirendi, & obtinendi; Ceteraq; omnia & ſingula alia faciendi, exercendi, & expediendi que in hac parte neceſſaria fuerint, ſeu quomodolibet oportuna, etiamſi mandatum de ſe exigant ſpeciale quam ſuperius eſt expreſſum. Promittoq; me ratum, gratum & firmum perpetuo habiturum totum & quicquid dicti Procuratores mei ſeu eorum aliquis fecerint ſeu fecerit in ꝑmiſſis, vel aliquo premiſſorum in hac parte, ſub hypotheca & obligatione, omnium & ſingulorum bonorum meorum tam ꝑſentium, quam futurorum, & in ea parte cautionem expono in hiis ſcriptis, ſuper quibus

requiro

requiro vos Notarium Publicum antedictum mihi unum vel plura publicum ſeu publica Inſtrumentum ſive Inſtrumenta conficere ac teſtes hic ꝑſentes Teſtimonium inde perhibere.

Actus ſuper Reſignatione prædicta.

SEcundo die menſis Octobris Anno Dñi, &c. Acta & interpoſita fuit hujuſmodi ſupra-ſcripta Reſignatio per præfatum J.B. Clericū, coram me J. J. Notario Publico infraſcripto ac teſtibus infranominatis in Edibus mei dicti Notarij infra parochiam Sancti Gregorij Civitate Londoñ notorie ſitis & ſcituatis. Qui quidem Magiſter J.B. reſignavit, ceſſit & cætera fecit in omnibus & per omnia prout in ſupradicto Reſignationis Prothocollo continetur, ꝑſentibus tunc & ibidem A.B. C.D. & D.E. Literatis, Teſtibus, &c.

Teſtibus
A.B.
C.D.
D.E.

Ita Teſtor
J.J. Notarius Publicus.

Grants.

Grants.

A Grant of the Steward-ſhip of Courts for Life.

TO all Chriſtian People to whom theſe preſents ſhall come, I T.S. of,&c. ſend greeting, Know yea, That I the ſaid T.S. for divers good cauſes and conſiderations me thereunto eſpecially moving, Have given and granted, and by theſe preſents do give and grant unto T.C. of, &c. Gent. the Office of Steward or Steward-ſhip, and the keeping or Office of keeping, and all manner of Courts Leet, Courts Baron and view of Frankpledge, of, or for the Mannors or Lordſhips of E.D. and A. in the County of, &c. and every of them. And I do hereby make, ordain, conſtitute and appoint the ſaid T.C. my chief and ſole Steward of all and ſingular my Courts of View, of Frankpledge, Courts Baron, and Courts Leet within the Mannors and Lordſhips aforeſaid; To have, hold, exerciſe, occupy and enjoy the Office of Steward and Stewardſhip, and the holding and keeping of all manner of Courts, uſually held or kept within the ſaid Mannors or Lordſhips, and every of them together with all and all manner of Fees, Perquiſites, Profits, Wages, Rewards and Advantages whatſoever, to the ſaid Office of Steward or Stewardſhip belonging or appertaining, or uſually heretofore accuſtomed and uſed to be paid to, and received by the Steward or Stewards thereof for the time being, for or by reaſon of the ſaid Office unto the ſaid T.C. by himſelf, or by his ſufficient Deputy or Deputies, for

and

and during the Term of the natural life of the ſaid J. T. In witneſs, &c.

The Grant of a next avoidance of a Church, with ſome ſpecial Covenants.

THis Indenture made, &c. Between J. B. of, &c. of the one part, and H. P. and E. M. of, &c. of the other part witneſſeth, That the ſaid J. B. for and in Conſideration of a certain Sum of lawful Mony of *England*, to him in hand paid by the ſaid H. P. and E. M. at and before the enſealing and delivery of theſe preſents, whereof the ſaid J. B. doth hereby acknowledge the receipt, as alſo for divers other good and valuable Cauſes and Conſiderations him the ſaid J. B. thereunto eſpecially moving, Hath given, granted, bargained, ſold, aſſured and confirmed, and by theſe preſents doth give, grant, ſell, aſſure and confirm unto the ſaid H. P. and E. M. their Executors, Adminiſtrators and Aſſigns, the next Advowſon, preſentation, donation and free diſpoſition of the Rectory or Parſonage of the Church of K. in the County of L. which ſhall happen to become void by the death, ceſſation, deprivation or reſignation of W. H. Clark, now or late Incumbent of the ſaid Church or by any other ways or means whatſoever; To Have and to Hold the ſaid next Advowſon, preſentation, donation and free diſpoſition aforeſaid, to them the ſaid H. P. and E. M. or to the Survior of them, or the Executors, Adminiſtrators or Aſſigns, of ſuch Survivor to preſent one fit and able perſon to the ſaid Church and Rectory of K. aforeſaid, whenſoever it ſhall chance, happen or be next void as aforeſaid, to officiate in the ſaid Church, and to take the Rents and Profits of the ſaid

Conſideration.

Grant.

Habendum.

Covenant for producing of Writings, &c.

ſaid Rectory or Parſonage. And the ſaid J. B. for himſelf his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them doth covenant, promiſe, grant and agree to and with the ſaid H. P. and E. M. and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and every of they by theſe preſents in manner and form following; (that is to ſay,) That he the ſaid J. B. his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will at any time or times hereafter, upon reaſonable requeſt to be made to him or them by them the ſaid H. P. and E. M. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any of them, or upon notice in Writing to be left at the moſt uſual place of reſidence of the ſaid J. B. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhew forth and produce before any Judge or Judges, or before any other Perſon or Perſons whatſoever, in any Court or Courts, place or places whatſoever, for the better clearing, confirming and aſſuring of the ſaid next Advowſon, preſentation, donation and free diſpoſition of the ſaid Rectory or Parſonage unto them the ſaid H. P. and E. M. their Executors, Adminiſtrators and Aſſigns, or for the recovery of the ſame, All ſuch Writings, Charters Deeds and Evidences whatſoever, concerning the Advowſon of the Church of K. aforeſaid, as the ſaid J. B. his Executors, Adminiſtrators and Aſſigns, or any of them now have or at any time or times hereafter, ſhall have in his their or any of their Cuſtodies or Poſſeſſions, or may come by without Suit in Law. And alſo that the ſaid J. B. now at the time of the enſealing and delivery of theſe preſent Indentures, is lawfully and rightfully ſeized of the next Advowſon of the Rectory or Parſonage of K. aforeſaid, as of a good

Covenant that Grantor is ſeized in Fee, &c. and hath power to grant.

good, ſure, perfect. abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple, without any Reverſion or Remainder in the Kings Majeſty or otherwiſe. And alſo that the ſaid J. B. now at the time of the enſealing and delivery of theſe preſent Indentures, hath good right, full power and lawful and abſolute Authority to give, grant, bargain, ſell, aſſure and confirm the ſaid next Advowſon, preſentation, donation and free diſpoſition of the ſaid Rectory or Parſonage of the ſaid Church of K. aforeſaid, unto the ſaid H.P. and E.M. their Executors, Adminiſtrators, and Aſſigns in manner and form aforeſaid. And alſo that it ſhall and may be lawful unto and for the ſaid H.P. and E.M. and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, or any of them to preſent one fit Parſon or Clerk to the next avoidance of the Church of K. aforeſaid, whenſoever the Church ſhall happen to be next void, by any ways or means whatſoever, The which ſaid Parſon or Clerk by virtue and means of the ſaid preſentation ſhall be admitted, and inducted into the ſaid Church or Rectory of K. aforeſaid; And alſo that they the ſaid H. P. and E. M. and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, and every or any of them ſhall or lawfully may from time to time, and at all times hereafter peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid next Advowſon or next avoidance of the ſaid Rectory or Church of K. aforeſaid, whithout the let, ſuit, trouble moleſtation, interruption, eviction, diſturbance or denial of him the ſaid J. B. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of the Kings Majeſty, his Heirs or Succeſſors or of any other perſon or perſons whatſoever, now or at any time

Covenant for quiet enjoyment.

time or times hereafter lawfully claiming, from, by or under him them, or any of them, or by, from or under him, them or any of their Eſtate, Right, Title or Intereſt. In witneſs, &c.

A Grant or Surrender of a Leaſe to the next in Reverſion, which Leaſe was forfeited to the Grantors, for Non-payment of a Sum deviſed by Will.

THis Indenture made, &c. Between T. B. Gent. one of the Attornies of the Common Pleas, and S. his Wife, one of the Daughters of W.T. late of J. in the County of D. Gent. deceaſed on the one part, and J. N. of the City of D. Gent. on the other part. Whereas T. N. heretofore of the City of S. Gent. by his Indenture of Leaſe, in Writing under his Hand and Seal bearing date the, &c. day of, &c. in the year of, &c. Did demiſe, grant, ſet and to Farm-let unto the ſaid W. T. and his Aſſigns, all that Meſſuage or Tenement, with one half Yard Land thereunto belonging, called or known by the name of S. with the Appurtenances, ſituate, lying and being within the Pariſh of S. in the County of S. together with one ſhort Lane, containing one hundered yards in length, 10 yards in breadth lying at the uper end of the ſaid Yard land; To Have and to Hold unto the ſaid W.T. his Aſſignee and Aſſignees for the Term of fourteen years next enſuing, the date of the ſaid recited Indenture of Leaſe if M. S. then Wife of J. S. Clerk, T. T. Son of the ſaid W.T. And the then Wife of the ſaid T. or any of them ſhould ſo long live, at or for the yearly Rent of, &c. payable for the ſame, as in and by the ſame recited

Recital of the Grantor's Title.

recited Indenture of Leaſe, with a Clauſe of Reentry for Non-payment of the Rent, and divers Covenants therein mentioned, fully appeareth. And whereas the ſaid M. and A. are now long ſince dead, and the ſaid T. T. living, and that the ſaid W. T. by his laſt Will and Teſtament in Writing, bearing date the, &c. day of, &c. amongſt other Gifts and Demiſes therein given and bequeathed, did give and bequeath his two Leaſes of N. and S. and his Term therein to come unto the ſaid T. T. upon Condition that he ſhould pay unto the ſaid S. 4 *l.* *per Annum*, during the continuance of the ſaid Leaſes, and the longer of them, which if he ſhould refuſe to do, then and in that caſe he the ſaid W. T. gave her the ſaid Leaſes, and of the ſame Will made and conſtituted A. the then Wife of the ſaid W. Executrix, and ſhortly after died, and the ſaid A. him ſurvived and duly proved the ſaid Will, as in and by the ſame Will and Probat appeareth. And whereas the ſaid T. T. made default of payment of the ſaid 4 *l.* yearly, and did not at all pay any part thereof unto the ſaid S. by reaſon whereof the ſaid S. while ſhe was Sole, and ſhe and the ſaid T. B. after their Intermarriage, became intereſſed and entituled in and unto the ſaid Meſſuage and half Yard Land, and the ſaid Lane, with their Appurtenances, for all the reſt and reſidue of the ſaid Term of 80 years therein to come and unexpired, if the ſaid T. T. ſhall ſo long live, the Reverſion in Fee of which ſaid Premiſſes is now by lawful means come, deſcended and veſted in the ſaid J. N. Now witneſs this Indenture, That the ſaid T. B. and S. his Wife, for and in Conſideration of the Sum of, &c. of lawful Money of *England* to them the ſaid E. and S. or one of them, before the enſealing and delivery of theſe preſents by

by the ſaid J.N. well and truly ſatisfied and paid, whereof and wherewith they the ſaid T. B. and S. acknowledge themſelves fully ſatisfied and contented, Have bargained, ſold, granted, releaſed, aſſigned and ſet over, and by theſe preſents do bargain, ſell, grant, releaſe, aſſign and ſet-over unto the ſaid J. N. his Heirs and Aſſigns, as well the ſaid recited Indenture of Leaſe, as alſo all and ſingular the ſaid Meſſuage and half Yard Land called S. and the ſaid Lane and their Appurtenances, and all the right, title, intereſt, term, claim and demand whatſoever, of them the ſaid T. B. and S. his Wife, and of either of them, of, in and to the ſame Meſſuage and half Yard Land and the ſaid Lane, and their Appurtenances, yet to come and unexpired in the ſaid recited Indenture of Leaſe, and by virtue of the ſaid recited laſt Will and Teſtament of the ſaid W. T. or by any other means whatſoever; To Have and to Hold the ſame Premiſſes, and every part thereof, with their Appurtenances, unto the ſaid J. N. his Heirs and Aſſigns for ever. And the ſaid T. B. for himſelf and the ſaid S. his Wife, and for either of them and either of their Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid J. N. his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid J. N. his Heirs and Aſſigns, and every of them, ſhall and may from time to time, and at all times hereafter, during the reſidue of the ſaid Term of 80 years (if the ſaid T. T. ſhall ſo long live) quietly and peaceably have, hold and enjoy all and ſingular the ſaid herein before bargained and releaſed Premiſſes, without any manner of let, trouble, moleſtation, eviction, ejection or denial of them the ſaid T. B. and S. his Wife, or

Grant.

Habendum.

Covenant for quiet Enjoyment againſt the Grantors.

or either of them, their or either of their Executors, Administrators or Assigns, or of any other person or persons whatsoever, lawfully having or lawfully claiming the same Premisses or any part thereof, by from or under them or any or either of them. In witness, &c.

Joyntures.

A Settlement after Marriage by Fine, in pursuance of Articles of Agreement, with limitation of two Joyntures, Provisions for Portions and Education of young Children, &c.

THis Indenture Tripartite made, &c. Between Sir J. B. and Dame M. his Wife of the first part, A. B. and C. D. of the second part, and S. B. Son of the said Sir J. B. and M. Daughter of the said A. B. of the third part, Witnesseth, That for and in Consideration of a Marriage already had and solemnized between the said S. B. and M. and of the Sum of 2000 *l.* of lawful Money of *England*, to be paid unto the said Sir J. B. for the Marriage Portion of the said M. in such manner as is expressed in certain Articles of Agreement Indented, made between the said Sir J. B. and A. B. before the Intermarriage of the said S. and M. and for the setling a Joynture on the said M. in pursuance of the said Articles, in case she the said M. shall happen to survive and over-live the said S. B. her Husband, and in full satisfaction of all Dower, right and title of Dower which she the said M. may at any time hereafter demand of in or out of all or any the Lands or Hereditaments which now are and

Consideration.

hereafter ſhall be of the ſaid S. B. And to the intent and purpoſe that all and every the Mannors, Meſſuages, Lands and Hereditaments may be ſetled and be and continue ſo long as it ſhall pleaſe God, in the Name and Blood of the ſaid Sir J. B. and in full performance of the ſaid Articles on the part of the ſaid Sir J. B. It is covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, and the ſaid Sir J. B. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and agree to and with the ſaid A. B. and C. D. their Heirs and Aſſigns, That they the ſaid Sir J. B. and S. B. ſhall and will before the end of *Hillary* Term next enſuing the Date of theſe preſents, in due form of Law, levy and acknowledge before his Majeſties Juſtices of the Court of Common-Pleas at *Weſtminſter*, or before ſome other competent perſon or perſons in that behalf to be lawfully authorized, one or more Fine or Fines *Sur Conuſans de droit come ceo, &c.* with Proclamations thereupon, to be had and made according to the uſual courſe of Fines with Proclamations for aſſurance of Lands in ſuch caſes uſed, and the form of the Statute in that behalf made and provided, unto the ſaid A. B. and C. D. and their Heirs, or the Heirs of one of them, of all that, &c. and of the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid premiſſes, and of every part and parcel thereof, the ſaid Fine or Fines to be by the Name or Names of, &c. or by ſuch other apt and convenient name or names, additions, deſcriptions, quantities, qualities, contents and numbers of Acres, or otherwiſe, in ſuch manner and form as by them the ſaid A. B. and C. D. or either of them, their or either of their Heirs or Aſſigns, or any of them, or by their or either of their Counſel Learned

Covenant for levying a Fine.

in

in the Law, ſhall be reaſonably deviſed, adviſed or required. And it is declared and agreed by and between all and every the ſaid parties to theſe preſents, and in particular the ſaid Sir J. B. and S.B. do for themſelves,&c. declare and agree, That the ſaid Fine ſo or in any other ſort to be levied and executed, and all and every other Fine and Fines, Conveyances and Aſſurances already had and executed, or hereafter to be executed by and between the ſaid parties to theſe preſents,of the ſaid Mannors and Premiſſes, or any part thereof,ſhall be and enure,and ſhall be adjudged,conſtrued,deemed and taken to be and enure,and is and are meant and hereby declared to be and enure,and the ſaid Cognizees in the ſaid Fine to be named, and their Heirs, ſhall ſtand and be ſeized of the ſaid Mannors and Premiſſes comprized, or intended to be comprized in the ſaid Fines and of every part thereof, to the ſeveral uſes, intents and purpoſes, and upon and under the ſeveral and reſpective Truſts, Proviſoes, Limitations and Conditions herein after limited, declared and appointed concerning the ſame, and to no other uſe, intent or purpoſe whatſoever; (That is to ſay,) As for touching and concerning all that,&c. to the uſe of the ſaid Sir J.B. and his Aſſigns, for and during the Term of his Natural life, without impeachment of or for any manner of Waſte, and from and after the determination of that Eſtate, to the uſe of the ſaid Dame M. his Wife for part of her Joynture, for and during the Term of her Natural life, and from and after the determination of thoſe Eſtates to ſuch perſon and perſons, and for the ſame uſe and uſes as the parcels herein next after mentioned are limited and declared. And as for and concerning all thoſe, &c. to the uſe and behoof of the ſaid S. B. for and during the

Enurement of the Fine.

To Sir J. B. for Life.

Remainder to Dame M. his Wife, for part of her Joynture.

Limitation for present Maintenance.

Term of his Natural life, without impeachment of or for any manner of Waſte, for the preſent Maintenance of the ſaid S. and M. his Wife; and after his deceaſe, or other ſooner determination of his ſaid Eſtate for Life, to the uſe and behoof of the ſaid A. B and C. D. and their Heirs, for and during the Natural life of the ſaid S. B.

To Truſtees, to preſerve Contingent uſes.

upon Truſt, to preſerve and ſupport the contingent uſes thereof herein after limited and appointed from being defeated or deſtroyed, and to that purpoſe to make one or more Entry or Entries, as occaſion ſhall or may require: But nevertheleſs, to permit and ſuffer the ſaid S. B. to receive and take the Rents, Iſſues and Profits of the ſaid laſt mentioned Premiſſes during his life, to his own proper uſe. And from and after the deceaſe of the ſaid S. B. then to the uſe and behoof of the ſaid M. Wife of the ſaid S. B. for and during the Term of her Natural life, for a

For part of Joynture.

further part of her Joynture; and from and after the ſeveral deceaſes of the ſaid S. and M. his Wife, and the Survivor of them, to the uſe and behoof of the ſaid A. B. and C. D. their Executors, Adminiſtrators and Aſſigns, for and

Term limited to Truſtees.

during the Term of 99 years fully to be compleat and ended, on ſuch Truſts and ſubject to ſuch Proviſoes and Conditions as are herein after expreſſed; and after the determination of that Eſtate, then to the uſe and behoof of the firſt Son

Entail.

of the Body of the ſaid S. B. on the Body of the ſaid M. his Wife lawfully begotten and to be begotten, and the heirs Males of the Body of ſuch firſt Son lawfully to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the ſecond Son of the Body of the ſaid J. B. on the Body of the ſaid M. his Wife lawfully begotten or to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the third, fourth, fifth,

ſixth,

ſixth, ſeventh, eighth, ninth tenth, and every other Son and Sons of the Body of the ſaid J. B. on the Body of the ſaid M. his Wife lawfully begotten and to be begotten, ſeverally and ſucceſſively one after another, as they and every of them ſhall be in Seniority of Age and priority of Birth; and the heirs Males of the Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of ſuch Sons and the heirs Males of his Body lawfully to be begotten being always preferr'd before the younger of ſuch Sons, and the heirs Males of his Body iſſuing; and for default of ſuch Iſſue Male living at the time of the deceaſe of the ſaid S.B. if the ſaid M. Wife of the ſaid S. B. ſhall be *enſeint* of a Child at the time of his deceaſe, then to the uſe of the ſaid A. B. and C.D. and their Heirs until the birth of ſuch after-born Child or Children, or death of the ſaid M. Wife of the ſaid S. B. which ſhall firſt happen; and if ſuch after-born Child or Children ſhall be born alive, and ſhall be a Son or Sons, then to the uſe of ſuch after-born Son and Sons, and the heirs Males of the reſpective Bodies of ſuch after-born Son and Sons lawfully iſſuing ſucceſſively, and ſo as the elder and firſt-born of ſuch after-born Son and Sons, and the heirs Male of his Body lawfully iſſuing, ſhall and may be preferr'd before the younger of ſuch Son and Sons and the heirs Male of his Body iſſuing; And for default of ſuch Iſſue, to the uſe and behoof of ſuch other Son and Sons of the Bodies of the ſaid Sir J. B. and Dame M. his Wife, as they the ſaid Sir J. B. and Dame M. his Wife, by any Writing under their Hands and Seals, or under the Hand and Seal of the Survivors of them ſhall nominate and appoint during his or their Lives, and the heirs Males of the Body or Bodies of ſuch

Remainder to Sons of Grantor, by his appointment.

For default of Appointment, to heirs Males.

other Son or Sons lawfully iſſuing; and for default of ſuch appointment, then to the uſe and behoof of the heirs Males of the Bodies of the ſaid Sir J. B. and Dame M. his Wife; and for default of ſuch Iſſue then to the uſe and behoof of the right Heirs of the ſaid Sir J. B. and Dame M. his Wife for ever. And as for and concerning all, &c. to the uſe and behoof of the ſaid Sir J. B. for and during the Term of 80 years (if the ſaid S. B. ſhall ſo long live) without impeachment of or for any manner of Waſte: And after the determination of that Eſtate, to the uſe and behoof of the ſaid Dame M. Wife of the ſaid Sir J. B. for the Term of 80 years (if the ſaid S. B. ſhall ſo long live;) and from and after the end or ſooner determination of thoſe Eſtates, to the uſe and behoof of the ſaid M. Wife of the ſaid S. B. for and during the Term of her Natural life, for her further Joynture and in lieu of her Thirds and Dower, and from and after the deceaſe of the ſaid M. Wife to the ſaid S. B. then to the uſe and behoof of the ſaid Sir J. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waſte, and from and after his deceaſe, to the uſe and behoof of the ſaid Dame M. Wife of the ſaid Sir J. B. for and during the Term of her Natural life: And from and after the ſeveral Deceaſes of the ſaid M. Wife of the ſaid S. B. and of the ſaid Sir J. B. and of Dame M. his Wife, then to the uſe and behoof of the ſaid S. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waſte; and from and after the ſeveral Deceaſes of the ſaid Sir J. B. and M. his Wife, and of the ſaid S. B. and M. his Wife, to the uſe of the ſaid A. B. and C. D. their Heirs, Executors, Adminiſtrators and Aſſigns, for and during

Further Joynture.

Limitation of a Term to Truſtees.

during the Term of 99 years fully to be compleat and ended, on ſuch Truſts and ſubject to ſuch Proviſoes and Conditions as are herein after expreſſed. And after the determination of that Eſtate, then to the uſe of the heirs Males of the Body of the ſaid S.B. on the Body of any Woman or Women lawfully to be begotten, which he the ſaid S. B. ſhall hereafter take to Wife, and the heirs Males of their Bodies iſſuing. And for default of ſuch Iſſue, then to the uſe of ſuch other Son and Sons of the Bodies of the ſaid Sir J.B. and Dame M. his Wife, as they the ſaid Sir J.B. and Dame M. his Wife, or the Survivor of them ſhall by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, nominate and appoint, during his or their Lives, and the heirs Males of the Body or Bodies of ſuch other Son or Sons lawfully iſſuing; and for want of ſuch Appointment, then to the uſe and behoof of the heirs Males of the Bodies of the ſaid Sir J. B. and Dame M. his Wife; and for default of ſuch Iſſue, then to the uſe and behoof of the right Heirs of the ſaid Sir J.B. and Dame M his Wife for ever. And as for and concerning all, &c. whereof no Uſe herein is before limited to the ſaid M. Wife of the ſaid S.B. for her Joynture, to the uſe and behoof of the ſaid Sir J. B. for and during the Term of his Natural life, without impeachment of or for any manner of Waſte; and from and after the determination of that Eſtate, to the uſe of the ſaid Dame M. Wife of the ſaid Sir J.B. for and during the Term of her Natural life for her further Joynture; and from and after the ſeveral deceaſes of the ſaid Sir J. B. and Dame M. his Wife, and the Survivor of them, to the uſe and behoof of the ſaid S. B. for and during the Term of his Natural life, without impeach-

Afterward, to the heirs Males.

ment of or for any manner of Waſte; and from and after the ſeveral Deceaſes of the ſaid Sir A.B. and Dame M. his Wife, and of the ſaid S. B. then to the uſe and behoof of *Truſtees for* 99 *years*, *upon Truſts following* (ut ſuprà,) *Remainder to Tail Male general of S. B.* (ut ſuprà) *Remainder to other Sons of Sir J. B. and Dame M. by Appointment* (ut ſuprà,) *for defaults of Appointment, to heirs Males* (ut ſuprà,) *Remainder to right Heirs* (ut ſuprà.) And as for and concerning the ſaid ſeveral Terms of years ſo limited, to them the ſaid A.B. and C. D. their Executors, Adminiſtrators and Aſſigns, as aforeſaid, it is declared, That the ſame is ſo limited to them, to the uſes, intents and purpoſes, and upon and under the ſeveral Truſts, Proviſoes and Limitations herein after declared, limited and appointed concerning the ſame; (That is to ſay) in caſe the ſaid S. B. ſhall dye without any Iſſue Male of his Body, begotten on the Body of the ſaid M. his intended Wife, born at, or to be born after his death; or if the heirs Males between them begotten ſhall happen to die without Iſſue Male of their Bodies iſſuing, before his or their Age or Ages of 21 years, and there ſhall be one or more Daughter or Daughters of the Body of the ſaid S. B. on the Body of the ſaid M. his intended Wife begotten, which ſhall attain to their reſpective Age or Ages of 18 years, or be married, which ſhall firſt happen, Then in Truſt, that they the ſaid A.B. and C.D. their Executors, Adminiſtrators and Aſſigns, and the Survivor and Survivors of them, after the ſeveral Deceaſes of the ſaid Sir J. B. and Dame M. his Wife, and S.B. and every of them, ſhall out of the Rents, Iſſues and Profits of all and ſingular the premiſſes herein before to them particularly limited, or by Leaſe, Sale or Mortgage thereof, or any part there-

If no Iſſue Male, or Iſſue Male all dye, and but one Daughter, then ſuch a Portion and ſuch allowance for Education.

thereof, raiſe the Sum of pounds of lawful Money of *England*, which ſaid Sum ſhall be paid to ſuch Daughter or Daughters in manner and form following; (That is to ſay,) If there ſhall be but one ſuch Daughter, then to ſuch one Daughter at her Age of 18 years, or day of Marriage, which ſhall firſt happen, the Sum of pounds; and in the mean time in Truſt, that they the ſaid A. B. and C. D. and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall after the ſeveral Deceaſes of the ſaid Sir J. B. and Dame M. his Wife, and S. B. and every of them, out of the Rents, Iſſues and Profits of the premiſſes, raiſe and pay to ſuch Daughter the yearly Sum of, &c. for her Maintenance: And in caſe there ſhall happen to be two or more ſuch Daughters then in Truſt, that they the ſaid A. B. and C. D. their Executors, Adminiſtrators and Aſſigns, and the Survivor of them, ſhall out of the Rents, Iſſues and Profits of the Premiſſes, or by Sale, Leaſe or Mortgage thereof, or of any part thereof, raiſe and pay unto ſuch Daughter or Daughters the Sum of pounds of lawful Money of *England*, equally to be divided between them, the ſaid reſpective payments of their reſpective ſhares and proportions of the ſaid Sum of pounds, to be paid them and every of them at their reſpective Ages of 18 years, or days of Marriage, which ſhall firſt happen. And after the payment, as aforeſaid, of any ſuch ſhare or proportion, or more, made to any of the ſaid Daughters, as aforeſaid; If any other of the ſaid Daughter or Daughters ſhall happen to die before her or their reſpective Age or Ages of 18 years, or days of Marriage, then on further Truſt, that the ſaid Truſtees and the Survivor of them, the Executors, Adminiſtrators and

If more Daughters, what Portions.

If after any have received, any of the other, die before theirs due, the ſhare of ſuch ſo dying to be paid amongſt Survivors.

and Aſſigns of ſuch Survivor, her or their reſpective ſhares and proportions, ſhall likewiſe raiſe and pay, or cauſe to be paid to the ſurviving Daughter or Daughters, (the payment of her or their former ſhares or proportions, as aforeſaid, in any wiſe notwithſtanding.) And alſo on further Truſt, that until all the ſaid ſeveral ſhares and proportions of pounds, ſhall be unto the ſaid Daughter and Daughters reſpectively paid, the ſaid A. B. and C. D. and the Survivor of them, the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall after the ſeveral Deceaſes of the ſaid Sir J. B. and Dame M. his Wife, and S. B. raiſe and pay, or cauſe to be paid to every ſuch Daughter or Daughters reſpectively for their Maintenance the ſeveral and reſpective Sums of, &c. yearly, And it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, if the ſaid S. ſhall have a Son by him begotten on the body of the ſaid M. his Wife living at the time of the deceaſe of the ſaid S. B. or born after his death, and ſhall have any other Child or Children by him begotten on the Body of the ſaid M. his intended Wife, to be living at the time of the deceaſe of the ſaid S. B. or to be born after his death, and that ſuch other Child or Children, have no ſufficient lively-hood, maintainance or preferment, then upon further Truſt, That the ſaid A. B. and C. D. and the Survivor of them, the Executors, Adminiſtrators and Aſſigns of ſuch Survivor ſhall until ſuch other Child or Children of the ſaid S. (other than the eldeſt Son of the ſaid S.) without ſuch maintainance or lively-hood as aforeſaid, ſhall attain unto their ſeveral and reſpective ages of 21 years or days of Marriage, ſhall after the ſeveral and reſpective deceaſe of the ſaid Sir J. B. and Dame *M.* his

Education Money, if more Daughters than one.

If a Son and other Children, then ſuch other Children to have ſo much *per Ann.* for Education.

his Wife, and either of them out of the Rents, Iſſues and Profits of the Premiſſes, raiſe and pay or cauſe to be raiſed and paid to every ſuch Child and Children, (other than the eldeſt Son of the ſaid S. aforeſaid) ſeverally and reſpectively the yearly Sum of, &c. for his, her and their reſpective maintainances. And it is hereby further declared, by and between all the ſaid parties to theſe preſents; That in caſe the ſaid S. ſhall have a Son by him begotten on the Body of the ſaid M. his Wife, who ſhall in the life time of the ſaid S. or after come to the full age of 21 years or be married, and ſhall have any other Child or Children, by him alſo begotten on the Body of the ſaid M. his Wife, and living at the time of the deceaſe of the ſaid S. or to be born after his deceaſe, That then the ſaid A. B. and C. D. the Survivor of them, the Executors, Adminiſtrators and Aſſigns of ſuch Survivors out of the Rents, Iſſues and Profits of the Premiſſes ſo limitted to them as aforeſaid, or by Sale, Leaſe or Mortgage thereof, or of any part thereof after the ſeveral deceaſes of the ſaid Sir J. B. and Dame M. his Wife, and of the ſaid S. and every of them ſhall raiſe ſuch Sum and Sums of Mony not exceeding in the whole, the Sum of pounds of, &c. for the portion and portions, further maintainance and maintainances of all and every ſuch Children of the ſaid S. (other than the eldeſt Son of the ſaid S.) and to be paid at ſuch time and times, and in ſuch proportion and proportions as the ſaid S. by any Writing under his Hand and Seal executed, and teſtified by 3 or more credible Witneſſes, or by his laſt Will and Teſtament in Writing executed and teſtified as aforeſaid, ſhall limit, declare and appoint. And it is hereby further declared by all the ſaid parties to theſe preſents, That from and after the ſaid

If Iſſue Male attain full age or marry then Truſtees to raiſe ſum for younger Childrens, portions and maintainance as S. ſhall appoint.

Truſtees after portions and maintainances paid, to ſettle reſidue of Term on him in remainder.

ſaid Sum of, &c. and the ſaid Sum of, &c. before mentioned ſhall be raiſed and paid in manner as aforeſaid, and alſo from and after the ſeveral yearly maintainances of, &c. aforeſaid, ſhall be raiſed and paid as aforeſaid, That then the ſaid A. B. and C. D. and the Survivor of them, the Executors, Adminiſtrators and Aſſigns of the Survivor ſhall convey, ſurrender, aſſign and yield up the remainder and remainders of the ſaid Term of 99 years to ſuch perſon or perſons, to whom the next and immediate Reverſion and Inheritance of the ſaid Premiſſes expectant on the ſaid Terms of 99 years, ſhall then for the time being belong by vertue of theſe preſents, or by any other ways or means whatſoever, diſcharged of all incumbrances at any time then before to have been made by them the ſaid A. B. and C. D. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns. Provided always, that if the ſaid Daughter or Daughters of the ſaid S. and M. his Wife to be begotten ſhall happen to dye before her or their reſpective ages of 18 years or days of Marriage; or in caſe the ſaid S. ſhall have Iſſue by the ſaid M. his Wife, ſeveral Sons or one Son, and one or more Daughter or Daughters, if all the ſaid younger Son and Sons, and Daughter or Daughters ſhall happen to dye before their ages of 18 years or days of Marriage; Then the ſaid Term of years ſhall not extend to charge the ſaid Mannors and Premiſſes with the ſaid Sum of, &c. for ſuch Daughter or Daughters, nor with the ſaid Sum of, &c for ſuch younger Son or Sons reſpectively. Provided alſo, That if the ſaid Sum of, &c. or any part thereof ſhall become payable to ſuch Daughter or Daughters as aforeſaid; or in caſe the ſaid Sum of, &c. or any part thereof ſhall become payable to the ſaid

If all younger Children dye before 18 years or marriage, then the Terms before limited to Truſtees not charge the Lands with ſuch portions.

If he in Remainder pay or ſecure, &c. then Terms to ceaſe.

ſaid younger Son and Sons or Daughter and Daughters as aforeſaid, and ſuch perſon or perſons to whom the Reverſions, Free-hold or Inheritance of the ſame Premiſſes, or any Eſtate in Remainder immediately expectant on the ſaid ſeveral and reſpective Terms, according to the Limitations herein before contained, ſha" for the time being, come, deſcend or appertain, ſhall within one year next after the deceaſe of the ſaid S. B. well and truly pay or cauſe to be paid, or to the good likeing of the ſaid AB. and C. D. or the Survivor of them his Executors, Adminiſtrators and Aſſigns, ſecure or cauſe to be ſecured to be paid to ſuch Daughter or Daughters the ſaid Sum of, &c. or to ſuch younger Son or Sons, Daughter or Daughters the ſaid Sum of, &c. in ſuch manner and at ſuch time and times as the ſame are reſpectively payable aforeſaid, or within 6 months after the ſame or any part thereof ſhall be payable as aforeſaid, and ſhall alſo pay or ſecure to be paid as aforeſaid to ſuch Daughter or Daughters, and to ſuch Son and Sons all and every the ſaid yearly maintainances of, &c. aforeſaid, reſpectively as aforeſaid, then the ſaid reſpective Terms of 99 years ſo limited to them the ſaid A. B. and C. D. as aforeſaid ſhall ceaſe, determin and be void, any thing herein before contained to the contrary thereof in any wife notwithſtanding. Provided always, and it is declared and agreed by and between all the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid S. B. from and after the deceaſe of the ſaid M. his Wife, without any Iſſue Male of her Body by the ſaid S. B. lawfully to be begotten then living, by any Writing or Writings under his Hand and Seal, teſtified by 2 or more credible Witneſſes to aſſign, limit and appoint all or any part

Proviſo For making a Joynture for two, or other Wife.

part of the Premiſſes, herein before limited to the ſaid S. B. for his life, for his preſent maintainance, to any perſon or perſons, to or for the uſe of any Woman or Women which he the ſaid S. B. ſhall happen to take to Wife, after the deceaſe of the ſaid M. his Wife, without any iſſue Male on her Body by the ſaid S. B. begotten then living as aforeſaid, for the life or lives of ſuch Wife or Wives, for her or their Joynture or Joyntures: And that from and after ſuch Limitation and Appointment, the ſaid Fine and Fines ſo as aforeſaid, or in any other manner to be had and executed, and the ſaid cognizees therein named, and their Heirs ſhall ſtand and be ſeized of ſuch part of the Premiſſes, as ſhall be ſo appointed or limited to the uſe of ſuch Woman or Women, as the ſaid S. B. ſhall hereafter fortune to marry, for and during the natural life and lives of ſuch reſpective Wife or Wives in manner as aforeſaid, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding; Provided alſo, That it ſhall and may be lawful to and for the ſaid Sir J. B. and after his deceaſe to and for the ſaid Dame M. his Wife, in caſe ſhe happen to Survive him, and alſo to and for the ſaid S. B. for and during the ſeveral and reſpective Terms, of their ſeveral and reſpective natural lives reſpectively from time to time, and at all times from and after the day of, &c. next enſuing, and from and after the ſeveral deceaſes of the ſaid Sir J. B. and Dame M. his Wife, and of the ſaid S. B. to and for any perſon or perſons, to whom any uſe or Eſtate is herein before limited, reſpectively of the ſaid Premiſſes or any part thereof, being in Poſſeſſion of ſuch uſe or Eſtate during their reſpective natural lives, being of the age of 21 years or above, by

Proviſo. For making of Leaſes.

Being of 21 years age.

by any Deed or Deeds indented, ſigned, ſealed and delivered in the preſence of 3 or more credible Witneſſes, to make any Leaſe or Leaſes, Demiſe or Demiſes of the Premiſſes or of ſuch reſpective part thereof, as they ſhall be ſo in Poſſeſſion of, by vertue of and according to the ſeveral and reſpective Limitations herein before to them made; ſo as ſuch Leaſe or Leaſes be in Poſſeſſion and not in Reverſion, and ſo as ſuch Lands have been uſually letten by the ſpace of, &c. now laſt paſt, unto any perſon or perſons for any Term or Terms not exceeding 3 lives, or for any number of years not exceeding 21 years from the making thereof, without any Fine or Income, ſo as the beſt and moſt improved yearly Rents, as for 21 years laſt paſt had been reſerved, or ſo much Rent as really and *bonâ fide* may be got for the ſame, be thereupon reſpectively reſerved to be due and payable, during the whole Term and Terms of ſuch reſpective Leaſe and Leaſes, ſo as in and by every ſuch Leaſe and Leaſes, the reſpective Leſſee and Leſſees therein named, their Executors, Adminiſtrators and Aſſigns, be reſtrained from doing or ſuffering any waſt or ſpoil to be done in and upon the ſaid ſo to be demiſed premiſſes and every part thereof: And ſo as every ſuch Leſſee and Leſſees do ſeal and deliver Counterparts of ſuch Leaſe or Leaſes, All and every which ſaid reſpective Rent and Rents, with the Counter parts of ſuch Leaſe or Leaſes, it is covenanted and declared, by and between all the ſaid parties to theſe preſents, ſhall from time to time remain and come to all and every ſuch reſpective perſon and perſons, to whom the uſe and behoof of the ſaid Premiſſes are before reſpectively limited and declared in and by theſe preſents; And that in ſuch Caſe and Caſes, and upon

For 3 lives or 21 years.

Without any Fine.

Reſerving as much Rent *bonâ fide* as can be got.

Leſſees to be reſtrained from doing waſt.

Leſſees to ſeal counterparts of Leaſes.

Truſtees to ſtand ſeized to uſe of Leſſees.

upon the making and granting ſuch Leaſe or Leaſes as aforeſaid, the ſaid A. B. and C. and the Survivor of them his Heirs and Aſſigns, ſhall ſtand and be ſeized of ſuch part and parts of the Premiſſes as ſhall happen ſo to be Leaſed, to the uſe and behoof of ſuch reſpective Leſſee and Leſſees their Executors and Adminiſtrators, according to their ſeveral Leaſes and Eſtates, the ſaid ſeveral and reſpective Leſſees their Executors, Adminiſtrators and Aſſigns paying their ſeveral Rents upon their ſeveral Leaſes to be reſerved, and of the Reverſion and Reverſions, Remainder and Remainders of the ſaid Premiſſes, to the ſeveral and reſpective uſes before in theſe preſents limited and expreſſed. In witneſs, &c.

A Settlement upon Marriage in purſuance of Articles of Agreement, where the Eſtate paſſes by Recovery. The Uſes declared in this Deed, wherein a Joynture is limited for the Wife, remainder ſettled on the Iſſue, with good proviſions for younger Sons and Daughters.

THis Indenture Quadripartite made, &c. Between E. B. of, &c. and J. his Wife of the firſt part, H. H. of, &c. and W. R. of, &c. of the ſecond part, E. P. of, &c. and M. W. of the third part, and Dame *Martha* H. *alias*, &c. relict of W. J. deceaſed of the fourth part witneſſeth, That for and in Conſideration of a Marriage already had and ſolemnized between the ſaid E. B. and J. his Wife, one of the Daughters of the ſaid W. J. and alſo in Conſideration of the Sum of, &c. of lawful Mony of *England*, by the ſaid Dame M. H. *alias* J. in hand paid being the Marriage portion of the ſaid J. mentioned

Conſideration.

in

in certain Articles of Agreement indented, and bearing date the day of,&c. laſt paſt, before the date hereof, made between the ſaid E. B. of the one part, and the ſaid Dame M. H. *alias* J. of the other part, by ſuch names and additions as are therein expreſſed, of and for which ſaid Sum of, &c. the ſaid E. B. doth hereby acknowledge himſelf fully ſatisfied and paid, and therefore doth hereby acquit the ſaid Dame M. H. *alias* J. her Heirs, Executors and Adminiſtrators, and to the intent and purpoſe that the Mannors, Lands, Tenements and Hereditaments with the Appurtenances herein after mentioned, may in part of performance of the ſaid Articles be conveyed, ſetled and aſſured as well to the ſaid J. for her natural life, for part of her Joynture, and towards her lively-hood and maintainance in caſe ſhe ſhall Survive the ſaid E. B. as for the continuing thereof afterwards in the Blood and Lineage of the ſaid E. B. and for the making of ſome proviſion for the Children of the Body of the ſaid E. B. which are or ſhall be by him begotten on the Body of the ſaid J. and for the ſetling, conveying and aſſuring of the Mannors, Meſſuages, Tenements and Hereditaments with their Appurtenances hereafter in theſe preſents mentioned, to ſuch uſes, intents and purpoſes, and under ſuch Proviſoes and Conditions as are herein hereafter mentioned, limited, declared and expreſſed, and for divers other good and valuable Cauſes and Conſiderations thereunto moving, he the ſaid E. B. doth for himſelf, his Heirs, Executors and Adminiſtrators, and every of them Covenant, Promiſe and Agree to and with the ſaid M. H. *alias* J. his Executors and Adminiſtrators, by theſe preſents, That he the ſaid E. B. ſhall and will on his ſide, and before the day of next enſuing,

Covenant to convey the Lands to make Tenent to the Precipe.

the date hereof by good, lawful and ſufficient conveyances and aſſurances in the Law, at his own coſts and charges, grant, convey and aſſure unto the ſaid E.P. and M.W. and to their Heirs or to the Survivor of them and his Heirs, all that the Mannor, &c. and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Premiſſes, and of every part and parcel thereof, and all the Eſtate, Right, Title, Intereſt, Claim, Property and Demand whatſoever, of him the ſaid E. B. his Heirs and Aſſigns, of, in and to the ſame, To the intent and purpoſe only, That by force and vertue of ſuch grant, conveyance and aſſurance, they the ſaid E. P. and M.W. and the Survivor of them, may be and be adjudged to be perfect Tenants of the Free-hold of all and ſingular the ſaid Mannors and Premiſſes, with their and every of their Appurtenances, until one or more perfect Recovery or Recoveries thereof may be had againſt them the ſaid E. P. and M.W. or againſt the Survivor of them, or the Heirs of ſuch Survivor, for which end and purpoſe they the ſaid E. P. and M. W. and the Survivor of them, ſhall and will permit and ſuffer the ſaid H. H. and W. R. or the Survivor of them, to Commence, ſue forth and Proſecute againſt the ſaid E. P. and M. W. or the Survivor of them, or againſt the Heirs of ſuch Survivors, One or more Writ or Writs of Entry *Sur Diſſeizin en le poſt*, to be returnable before the Juſtices of his Majeſties Court Common Bench at *Weſtminſter*, according to the uſual courſe and manner of common Recoveries, in ſuch caſes uſed and accuſtomed in the ſaid Court; In and by which ſaid Writ and Writs, the ſaid H. H. and W. R. ſhall demand againſt the ſaid E. P. and M. W. or the Survivor of them, the ſaid Mannors,

Meſſu-

Meſſuages and all and ſingular other the ſaid Premiſſes, with their and every of their Appurtenances, by ſuch apt and convenient name or names, quantity, quality or number of Acres, or other certainty or deſcription in the ſaid Writ or Writs of Entry to be comprized, unto which ſaid Writ or Writs of Entry ſo to be commenced, ſued forth or proſecuted as aforeſaid, they the ſaid E. P. and M. W. or the Survivor of them, ſhall appear in their own perſon or perſons, or by their Attorny or Attornies in that behalf to be authorized, and ſhall make defence therein according to Law, and thereupon vouch to Warranty thereof, the ſaid E. B. who ſhall thereupon likewiſe appear either in his own proper perſon, or by his Attorney or Attornies in that behalf to be authorized, and ſhall make his defence therein according to Law, and ſhall thereupon Vouch to Warranty thereof, the common Vouchee who ſhall thereupon appear and imparle, and in Contempt of the Court depart, and make default whereby a perfect Recovery may be had and executed, and accordingly ſhall be had and executed of the Mannor, Meſſuages and Premiſſes aforeſaid, with their and every of their Appurtenances, according to the uſual courſe of common Recoveries for Aſſurance of Lands, Tenements and Hereditaments in ſuch caſes uſed, and accuſtomed in his Majeſties Court of Common Bench at *Weſtminſter* aforeſaid. And it is hereby declared, by and between all and every the ſaid parties to theſe preſents, That the ſaid common Recovery or Recoveries ſo as aforeſaid, or in any other manner to be had and executed, and all other common Recoveries whatſoever had or executed, or to be had and executed of the ſaid Mannor, Meſſuages, Lands, Here-

The uſe of the Recovery.

Hereditaments and Premiſſes with their Appurtenances or any part thereof, by or between the ſaid parties to theſe preſents or any of them, from and immediately after the perfecting thereof, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure, and the ſaid Demandant and Demandants, Recoverer and Recoverers therein, his and their Heirs, and all and every perſon and perſons by vertue thereof ſeized, or to be ſeized of the ſaid Mannor and Premiſſes with their Appurtenances, ſhall ſtand and be ſeized thereof to the ſeveral and reſpective uſes, intents and purpoſes, and under the ſeveral Proviſoes and Conditions hereafter in theſe preſents limited, expreſſed and declared, and to no other uſe, behoof, intent or purpoſe whatſoever; (that is to ſay,) To the uſe and behoof of the ſaid E. B. for and during the Term of 99 years, if he the ſaid E.B. ſhall ſo long live, without impeachment of or for any manner of Waſt, and from and after the end, expiration or other determination of the ſaid Term of 99 years, then to the uſe and behoof of the ſaid H. H. and M. W. their Heirs and Aſſigns, for and during the natural life of the ſaid E. B. upon truſt to ſupport and preſerve the contingent Uſes, Eſtates and Remainders thereof, hereafter in theſe preſents limited and declared, from being defeated, barred or deſtroyed, and for that end and purpoſe to make Entries as occaſion ſhall require. In witneſs, &c.

Upon Huſband for life.

Limitations to Truſtees to preſerve contingent remainders.

Leaſes.

A Leaſe of a Meſſuage and Lands in the Country, with ſeveral ſpecial Reverſions and Covenants.

THis Indenture made, &c. Between M. H. of, &c. in the County of, &c. of the one part, and J.W. of, &c. in the County of, &c. of the other part, Witneſſeth, That the ſaid M. H. as well for and in Conſideration of the Rents and Services herein after reſerved, and of the performance of the Covenants and Agreements herein hereafter mentioned and expreſſed to be kept, done and performed on the part and behalf of the ſaid J.W. and his Executors, Adminiſtrators and Aſſigns, as alſo for divers other good valuable Cauſes and Conſiderations her thereunto eſpecially moving, Hath demiſed, granted, ſet and to Farm-letten, and by theſe preſents doth demiſe, grant, ſet and to Farm-let unto the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, all that Meſſuage or Tenement, with the Appurtenance, ſituate ſtanding and being in, &c. in the ſaid County of, &c. To Have and to *Habendum.* Hold the ſaid mentioned demiſed Premiſſes and every part thereof, with the Appurtenances, unto the ſaid J. W. his Executors, Adminiſtrators and and Aſſigns, for and during, and unto the full end and Term of 99 years from thence next enſuing, and fully to be compleat and ended, if the ſaid M. H. ſhall ſo long live; Yielding and *Reddendum.* paying therefore yearly, and every year during the ſaid Term hereby demiſed unto the ſaid M.H. and her Aſſigns, the yearly Rent or Sum of, &c. of lawful Money of *England*, upon the

Feaſt-day of St. *Michael* the Archangel and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal portions, the firſt payment thereof to begin upon the Feaſt-day of St. *Michael* the Archangel next enſuing the date hereof: And alſo yielding and paying unto the ſaid M. H. and her Aſſigns, yearly and every year during the ſaid Term thereby demiſed, upon the Feaſt-days of St. *Michael* the Archangel and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal portions, the yearly Rent or Sum of, &c. of lawful Money of *England*, for every year of the ſaid demiſed Premiſſes, which the ſaid J. W. ſhall plow, eyr, break-up or convert into Tillage, or cauſe or procure to be plowed, eyred, broken-up or converted into Tillage, other than ſuch of the ſaid mentioned demiſed Premiſſes, as have uſually heretofore and now are uſed in Tillage. And if it ſhall happen that the yearly Rent or Rents herein before-reſerved, or any of them, or any part thereof ſhall be behind and unpaid, in part or in all, by the ſpace of 20 days next after any of the ſaid days or times on which the ſame ought to be paid, as aforeſaid, That then and from thenceforth it ſhall and may be lawful unto and for the ſaid M. H. and her Aſſigns, into the ſaid mentioned demiſed Premiſſes, and every or any part thereof, with the Appurtenances, to enter and diſtrain for the ſame, and the Diſtreſs and Diſtreſſes there found, to take, lead, drive and carry away, and the ſame to detain, impound and keep until the ſaid yearly Rent and Rents herein before in manner and form aforeſaid reſerved, and the Arrearages thereof, if any ſuch ſhall be, ſhall be unto the ſaid M. H. and her Aſſigns, fully ſatisfied, contented and paid. And if it ſhall happen, that the ſaid yearly Rent or Rents herein before reſerved

Redlend more for Plowing.

Diſtreſs.

reſerved ſhall be behind and unpaid, in part or in all, by the ſpace of 30 days next after any of the ſaid days or times on which the ſame ought to be paid, as aforeſaid (being lawfully demanded) that then and from thenceforth it ſhall and may be lawful to and for the ſaid M. H. and her Aſſigns, into and upon the ſaid mentioned demiſed Premiſſes, and every part thereof, with the Appurtenances, wholly to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in his or their former Eſtate or Title, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid J. W. for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant, promiſe, grant and agree to and with the ſaid M. H. her Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, That he the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will yearly and every year, and from time to time, during the ſaid Term hereby demiſed, well and truly content, ſatisfie and pay, or cauſe to be paid unto the ſaid M. H. and her Aſſigns, the ſaid yearly Rent or Rents herein before reſerved, to be payable at the ſeveral days and times herein before appointed for the payment thereof, and in ſuch manner and form as the ſame ſhall hereafter grow due and payable, according to the true intent and meaning of theſe preſents. And the ſaid M. H. for her ſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe, grant and agree, to and with the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That ſhe the ſaid M. H. her Executors, Adminiſtrators and Aſſigns, ſhall on this ſide and before the, &c.

Re-entry.

A Covenant to pay the Rent.

A Covenant from the Leſſor to ſet the Meſſuage in good Repairs

day of, &c. next enſuing the date hereof, amend and put the ſaid Meſſuage or Tenement, and the Building and Out-houſes thereunto belonging, at her own proper coſts and charges, in good and Tenantable repair. And the ſaid J.W. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe, grant and agree to and with the ſaid M.H. her Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in manner and form following; (That is to ſay,) That he the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times from and after the ſaid, &c. day of, &c. next enſuing the date hereof, for and during all the then reſt and reſidue of the ſaid Term hereby demiſed, when and ſo often as need ſhall require, well and ſufficiently repair, uphold, maintain, amend and keep the ſaid mentioned demiſed Meſſuage or Tenement, and all the Buildings, Barns, Stables, Walls, Mounds and Fences thereunto belonging in good and ſufficient Repair; and the ſame ſo well and ſufficiently repaired, upheld, maintained, amended and kept in good and ſufficient repair, at the end and expiration of the ſaid Term hereby demiſed, or other or ſooner determination thereof, ſhall and will leave, ſurrender and yield up unto the ſaid M. H. and her Aſſigns, or to ſuch other perſon or perſons to whom the next and immediate Reverſion of and in the ſaid mentioned demiſed Premiſſes, with the Appurtenances, ſhall after the end and expiration, or other or ſooner determination of the ſaid Term hereby demiſed, belong and appertain: And alſo, That he the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times during the ſaid Term hereby

Covenant from the Leſſee to keep repairs in the Houſes, Hedges and Ditches.

hereby demiſed, well and ſufficiently repair, amend, ſcour, cleanſe and keep in ſufficient repair all the Hedges, Ditches, Fences and Mounds in and about the ſaid demiſed Premiſſes, the ſame ſo well and ſufficiently repaired, amended, ſcoured, cleanſed and kept in good and ſufficient repair, at the end and expiration or other ſooner determination of the ſaid Term hereby demiſed, ſhall and will leave, ſurrender and yield up unto the ſaid M. H. or her Aſſigns, or to ſuch perſon or perſons, or to whom the next and immediate Reverſion, of and in the ſaid mentioned demiſed premiſſes with the Appurtenances ſhall belong and appertain. And further, that if at any time or times hereafter during the ſaid Term hereby demiſed, any of the Freeholders, Owners or Occupiers of any Land in, &c. aforeſaid, ſhall attempt or go about to improve, or incloſe the open or commonable Fields of, &c. aforeſaid, or any part thereof, That he the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, ſhall not conſent or agree thereunto, without the ſpecial Licence of the ſaid M. H. firſt had and obtained under her hand and ſeal: And if the ſaid M. H. ſhall give Licenſe, or ſhall think good to give ſuch Licenſe, that then the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, ſhall alſo conſent and agree to ſuch Improvement or incloſure, and ſhall freely yield and agree to the exchange of ſuch parts of the ſaid mentioned demiſed Premiſſes, as the ſaid M. H. ſhall thing good to make for any other Lands in, &c. aforeſaid, in order to ſuch Improvement or Incloſure as aforeſaid. And furthermore, that he the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, ſhall and will yearly, and every year during the ſaid Term hereby demiſed between the, &c. day of, &c. and the, &c. day of, at

A Covenant not to conſent to incloſure.

A Covenant to bring Coles

at his and their own proper coſts and charges fetch for the ſaid M. H. one ſufficient Cart-load of good Pit-coals, which ſhall contain 200 weight at the leaſt from ſuch Coal-pit or Delphs within, &c. Miles diſtance from the Town of, &c. aforeſaid, or any other place within, &c. Miles diſtance thereof, as the ſaid M.H. ſhall from time to time direct and appoint, the ſaid M. H. from time to time, allowing unto the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, the price of each ſuch load of Coals, which the ſame ſhall coſt at the Pits or Delphs, from which the ſame ſhall be fetched, out of the next Rent that ſhall be due unto her, upon and by virtue of theſe preſents. And moreover that the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, ſhall not in any one year during the ſaid Term hereby demiſed, cut down any more of the Hedges, Thorns or Tynſel growing, or that hereafter during the ſaid Term hereby demiſed, ſhall grow upon the ſaid demiſed Premiſſes with the Appurtenances, or any part thereof, than only after the rate and proportion of 2 Acres length in any one year, and that in an husband-like and orderly manner, and at ſeaſonable times in the year, and when, and ſo often as the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, ſhall cut down any of the ſaid Hedges, Thorns or Tynſel, the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, ſhall well and ſufficiently cleanſe and ſcour up the Ditches, Mounds and Trenches againſt the place where ſuch Hedges, Thorns or Tynſel, ſhall be from time to time cut down, And alſo that the ſaid J. W. his Executors, Adminiſtrators or Aſſigns, ſhall not at any time or times during the ſaid Term hereby demiſed, Fell, Cut down, Crop, Lop or Plaſh any of the Trees of Aſh or Elms ſtanding or

Not to cut Hedges, but to Scour the Ditches.

Covenant not to cut Aſh or Elm.

or growing in or about the ſaid demiſed Premiſſes or any part thereof, but it ſhall or may be lawful to and for the ſaid M. H. and her Aſſigns, at all ſeaſonable times during the ſaid Term hereby demiſed, at her will and pleaſure to enter upon the ſaid demiſed Premiſſes or any part thereof, where any Tree or Trees of Aſh or Elm is or are or ſhall be growing, and the ſame Trees of Aſh and Elm to crop, top and plaſh, and the ſame croppings, toppings and plaſhings have and retain, and for the carrying the ſame away, to come or enter upon the ſaid demiſed Premiſſes or any part thereof, with her ſervants, workmen, carts or carriages. And further, that the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times during the ſaid Term hereby demiſed, in an orderly and husband-like manner, till, dreſs, manure, and order the arable Lands, parcel of the ſaid demiſed Premiſſes, and the ſame alſo in an orderly and husband-like manner, tilled, dreſſed, manured and ordered, and in as good heart and plight as the ſame now are in, maintained and kept, at the end and expiration of the ſaid Term hereby demiſed, or other, or ſooner determination thereof, ſhall and will leave, ſurrender and yield up unto the ſaid M. H. or her Aſſigns, or unto ſuch other perſon or perſons, unto whom the next and immediate Reverſion thereof ſhall belong and appertain. And furthermore, That the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, ſhall and will yearly, and every year during the ſaid Term hereby demiſed, in the Autumn when Apples are uſually gathered, deliver or cauſe to be delivered unto the ſaid M. H. and her Aſſigns, four ſtrikes of ſuch Apples that ſhall be growing and gathered in the Orchard, parcel of the ſaid demiſed

A Covenant to keep Land in good heart.

A Covenant to deliver four ſtrikes of Apples.

demiſed Premiſſes as the ſaid M.H. or her Aſſigns, or any other perſon or perſons in that behalf nominated and appointed by her or her Aſſigns, ſhall chuſe or think good to have, And it is covenanted and agreed by and between the ſaid parties to theſe preſents, That all ſuch Taxes, Demiſes and Aſſeſſments, to or for the Church, Chapel or Poor of, &c. aforeſaid, or the parochial Church, unto which the Town or Village of, &c. aforeſaid doth belong or at any time or times during the ſaid Term hereby demiſed, ſhall be taxed, ſet or impoſed upon the ſaid demiſed Premiſſes or any part thereof, ſhall from time to time be paid and diſcharged by the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, And all other Taxes and Aſſeſſments whatſoever, which at any time or times during the ſaid Term hereby demiſed, ſhall be taxed, ſet or impoſed upon the ſaid demiſed Premiſſes or any part thereof, ſhall be from time to time paid and diſcharged by the ſaid M. H. her Executors, Adminiſtrators or Aſſigns, or elſe deducted and allowed unto the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, out of the Rent for the ſaid demiſed Premiſſes that ſhall be due, according to the reſervation aforeſaid, next after the payment of the Taxes, Levies and Aſſeſſments, And the ſaid M. H. for her ſelf, her Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid J. W. his Executors, Adminiſtrators and Aſſigns by theſe preſents, That he the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, for and under the payment of the ſaid yearly Rent and Rents herein before reſerved, and the performance of the covenants, promiſes and agreements herein before expreſſed, to be kept and performed on the part and behalf of the ſaid J. W. his Executors, Adminiſtra-

A Covenant to pay Taxes, ſome by Leſſor ſome by Leſſee.

A Covenant from the Leſſor for quiet enjoyment.

miniſtrators or Aſſigns, peaceably and quietly, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid mentioned demiſed Premiſſes, and every part thereof with the Appurtenances, without the lawful let, ſuit, trouble, interruption, eviction, moleſtation or diſturbance of the ſaid M. H. her Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, having or lawfully claiming to have, or that at any time or times hereafter, and during the ſaid Term hereby demiſed, ſhall or may have or lawfully claim to have any lawful Eſtate, Right, Title or Intereſt, into or out of the ſaid mentioned demiſed Premiſſes, or any part thereof with the Appurtenances, by from or under the ſaid M. H. her Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or by, from or under her, their or any of their Act or Acts, means, conſent or procurement. In witneſs, &c.

Leaſe of a Meſſuage and Mills by a Joyntenant to a Friend in Truſt for 2000 *years, to prevent Surviorſhip.*

THis Indenture made, &c. Between J. S. of, &c. Baker on the one part, and T. B. of, &c. Ironmonger on the other part, witneſſeth, That the ſaid J. S. as well for and in Conſideration of the full Sum of, &c. lawful Mony of *England*, to him before the enſealing and delivery of theſe preſents, in hand paid, as alſo for divers other cauſes and conſiderations, him in this behalf eſpecially moving; Hath granted, bargained, demiſed and ſet, and by theſe preſents doth grant, bargain, demiſe and ſet unto the ſaid T. B. his Heirs, Executors, Adminiſtrators and Aſſigns,

Conſideration.

Grant.

Aſſigns, all that the moiety or half part of all that Meſſuage or Tenement and Stable, and of all thoſe 3 Water-Corn-Mills with their Appurtenances, commonly called or known by the name of B. Mills, with the moiety or other half part of all the edifices and buildings, unto them every or any of them belonging, And alſo all that the moiety or half part of all that the Garden, Orchard, and Cherry Orchard there in the poſſeſſion of one J. L. And all that the moiety or half part of all thoſe two Meadows or Paſture Grounds, there called the Hornayl and old Lands, And the moiety or half part of all that other Meadow or Paſture Ground, there called the Fiſh-pool, and all that the moiety or half part of all that other little piece of ground there, wherein certain o-other Twigs or Pearches do grow, with their and every of their Appurtenances, All which ſaid Garden, Orchard, ſeveral mentioned Meadows or Paſture Ground, now are and uſually have been uſed, occupied and enjoyed to and with the ſaid Water-Corn-Mill, and all which together with the ſaid Mills, and other the Premiſſes are ſituate, lying and being at or near B. Bridge in the Pariſh of L. in the County of L. together with the moiety or half part of all Banks, Stanks, Ponds, Flood-gates, Wears, Waters, Fiſhings, Commodities and Appurtenances whatſoever, unto the ſaid Mills and Grounds or to any of them belonging, or therewithal now or lately uſed or of right enjoyed, And the moiety or half part of all Rents reſerved, and henceforth to become due and payable upon any Leaſe heretofore made of the ſaid granted Premiſſes, or any of them; To Have and to Hold the ſaid moiety, or one half part of all the ſaid herein before granted Meſſuage

Habendum.

ſuage or Tenement, and Mills, and all other the Premiſſes, as alſo all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Claim and Demand whatſoever of him the ſaid J. S. of, in or to the ſaid moiety or one half part of all and ſingular the Premiſſes, unto him the ſaid T. B. his Heirs, Executors, Adminiſtrators and Aſſigns, from the day next before the date hereof, for and during the full Term of 2000 years then next enſuing, and fully to be compleat and ended; Yielding and paying therefore yearly, and every year during the ſaid Term, unto the ſaid J. S. his Heirs and Aſſigns, the Rent of one Pepper-corn at the 25 day of *December*, if the ſame ſhall lawfully be demanded, And the ſaid T. B. doth hereby ratifie and declare, That this preſent Deed is made unto him, his Executors, Adminiſtrators and Aſſigns, as a Deed only in Truſt, to ſever the Joyntenancy and to prevent and bar all Tenancy of the ſaid Premiſſes, by Survivor-ſhip of R. K. of, &c. in caſe he ſhall happen to Survive and over-live him the ſaid J. S. which ſaid J. S. and R. K. for 126 *l.* of lawful Mony of *England*, lately joyntly purchaſed and bought, the ſaid Meſſuage, Barn, Garden, Orchards, Mills, Grounds, Banks, Stanks, Ponds, Floodgates, Wears, Waters, Fiſhings, Commodities and Appurtenance herein before mentioned to them, their Heirs and Aſſigns for ever of W. L. of, &c. and M. his Wife, and R. L. of, &c. Son and Heir apparent of the ſaid W. L. as by their Deed indented of Feoffment thereof unto the ſaid J. S. and R. K. their Heirs and Aſſigns, duly executed with livery and ſeizin, and bearing date the 27 of *November*, in the year of our Lord, &c. doth appear. In witneſs, &c. *Reddendum.*

Leaſe

A Leaſe of Tithes by a Parſon for 41 years, if he continue Rector of the Rectory ſo long.

THis Indenture made, &c. Between J. W. of H. &c. Yeoman, on the one part, and D. G. of, &c. Yeoman, on the other part, Witneſſeth, That the ſaid J. W. for and in Conſideration of the Annual Rent herein after reſerved, Hath demiſed, granted, ſet and to Farm-let, and by theſe preſents doth demiſe, grant, ſet and to Farm-let unto the ſaid G. D. his Executors, Adminiſtrators and Aſſigns, all and all manner of Tithes of Corn, Grain, Hay and Herbage, yearly growing, increaſing, or happening within the Pariſh of L. with all Profits of what kind ſoever belonging to the Parſonage or Rectory there; Except the Parſonage, Houſe, Garden, the Court, and Yard and Buildings there, and the Gleab-Land belonging to the ſaid Parſonage; To Have and to hold, receive and perceive, and take all and every the ſaid Tithes, Profit and Herbage, unto the ſaid G. D. his Executors, Adminiſtrators and Aſſigns, from the day next before the date hereof, until the full end and Term of 41 years from thence next enſuing, and fully to be compleat and ended, if the ſaid J. W. ſhall ſo long continue Rector of the ſaid Rectory; Yielding and paying therefore yearly and every year, during the ſaid Term (if the ſaid J. W. ſhall ſo long continue Rector of the ſaid Rectory) unto him the ſaid J. W. and his Aſſigns, the Rent and Sum of 20 *l.* *s.* of lawful Money of *England*, at or upon the, &c. day of, &c. or within 50 days thence next following, at or in the Parſonage-houſe aforeſaid: Provided always, if the ſaid Rent of 20 *l.* *s.* or any part thereof ſhall be behind and unpaid by the ſpace of 51 days after

Conſideration.

Grant.

Habendum.

Reddendum.

after the, &c. day of,&c. in any or either of the ſaid years (if the ſaid J.W. ſhall ſo long continue Rector of the Rectory aforeſaid, the ſame being lawfully demanded) then this preſent Leaſe to ceaſe, determine,and be void and of none effect. And the ſaid G. D. doth for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, covenant, promiſe and grant, to and with the ſaid J.W. his Executors and Adminiſtrators, and to and with every of them by theſe preſents, That he the ſaid G. D. his Executors or Adminiſtrators, ſhall and will well and truly, from time to time, and at all times during the continuance of this Demiſe, pay and diſcharge all Military, Temporal and Civil Taxes, which ſhall be impoſed upon the ſaid demiſed premiſſes, and ſhall pay and ſatisfie, from time to time, the Rent aforeſaid, at the times aforeſaid, or within 50 days next after every of the ſaid days of payment. And the ſaid J.W. for himſelf, his Heirs,Executors and Adminiſtrators, and every of them, doth covenant, promiſe and grant, to and with the ſaid T. G. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That for and under the Rents and Covenants herein before expreſſed on the part of the ſaid G. D. his Executors, Adminiſtrators or Aſſigns, to be well and truly paid, ſatisfied and performed in manner as aforeſaid, he the ſaid G.D. his Executors, Adminiſtrators and Aſſigns, ſhall and may have, hold and enjoy the premiſſes aforeſaid, and every part and parcel thereof, during the ſaid Term herby granted, if the ſaid J.W. ſhall ſo long be and continue Rector of the ſaid Rectory, without any trouble, let, moleſtation, eviction, ejection, interruption or denial of him the ſaid J. W. or his Aſſigns, or any other perſon or

Covenant by the Leſſee to pay the Taxes.

Covenant to pay the Rent.

Covenant for quiet enjoyment.

perſons, claiming by from or under him. In witneſs, &c.

Leaſe by Churchwardens, with ſpecial Reſervations and Covenants.

THis Indenture made, &c. Between T. B. and D. H. Gent. Guardians of the Church of St. *Michael* in B. in the County of *L.* on the one part, and J. R. of, &c. on the other part, Witneſſeth, That the ſaid Guardians, by and with the conſent and approbation of H. D. C. O. R. B. and other of the Feoffees of the Lands belonging to the ſaid Pariſh, and alſo of other the Pariſhioners there, as well and in Conſideration of the yearly Rent herein and hereby hereafter reſerved, to be truly paid in manner as hereafter in theſe preſents is expreſſed, as alſo for and in Conſideration, That he the ſaid J. R. his Executors, Adminiſtrators and Aſſigns, ſhall and will forthwith, with all convenient ſpeed, at his and their, or ſome of their own proper coſts and charges, amend and repair all and ſingular the Meſſuages, with the Appurtenances hereafter in theſe preſents demiſed, in all and every the ruins and decays, and needful places to be mended thereof, with good, ſubſtantial and ſufficient reparations, and with good and ſubſtantial Materials, the ſame being now much ruinated and out of repair, Have demiſed, granted, ſet and to Farm-let, and by theſe preſents do demiſe, grant, ſet and to Farm-let unto the ſaid J. R. his Executors, Adminiſtrators and Aſſigns, all that Meſſuage or Tenement and Stables, with the Appurtenances, late in the occupation of him the ſaid J. R. ſituate and being in, &c. in the ſaid City, between a Meſſuage or Tenement in the occupation of E. D. the elder, on the North

Conſideration.

Grant.

North part, and a Meſſuage or Tenement in the occupation of J.G. on the South part; And which ſaid demiſed Meſſuage, or Tenement and Stables was heretofore in the tenure or occupation of R.H. deceaſed, To Have and to Hold the ſaid demiſed Meſſuage, or Tenement and Stables, with the Appurtenances, and every part and parcel thereof, unto the ſaid J. R. his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of St. *Michael* the Archangel laſt paſt before the date hereof, until the full end and Term of 21 years fully to be compleat and ended; Yielding and paying therefore yearly and every year during the ſaid Term unto the ſaid Guardians and their Succeſſors; and in default of ſuch Succeſſors, then to ſuch perſon or perſons as the ſaid Guardians, parties to theſe preſents, and the major part of the Feoffees for the Lands of the ſaid Pariſh, or the major part of the Pariſhioners of the ſaid Pariſh, from time to time ſhall nominate and appoint, the Annual Rent or Sum of, &c. of good and lawful Money of *England*, at 4 uſual Feaſts or Terms in the year; (That is to ſay,) at the Feaſt-day of the Nativity of our Lord Chriſt, the Feaſt-day of the Annunciation of the Bleſſed Virg. *Mary*, the Feaſt-day of the Nativity of S. *John* the Baptiſt and the Feaſt-day of S. *Mich.* the Archangel, by even and equal portions, and one Pottle of Muskadin or 2 *s.* of lawful Money of *England* in lieu thereof, yearly and every year at the Feaſt of *Eaſter*, during the ſaid Term. And the ſaid J.R. doth for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, covenant, promiſe and grant to and with the ſaid T. B. and D.H. and either of them, their or either of their Executors and Adminiſtrators, and to and with every of them by theſe preſents, in manner and form following; (That is to ſay,) That he the

Habendum.

Reddendum.

Covenant to pay the Rent.

ſaid J. R. his Executors and Adminiſtrators, ſhall and will from time to time, during the ſaid Term, pay and ſatisfie the Rent aforeſaid, and the ſaid Muskadin or 2 *s.* in lieu thereof in manner as herein before is limited for payment thereof. And alſo, That he the ſaid J. R. his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall within the ſpace of ſix Months next after the date of theſe preſents, well and ſufficiently amend and repair the ruins and decays, and needful places of amendment of the ſaid demiſed Meſſuage and Premiſſes, and of every part thereof, with good, ſufficient and ſubſtantial Materials and Reparations, and ſo in good and ſufficient Reparation, ſhall from time to time, and at all times during the ſaid Term, keep and maintain the ſaid demiſed Premiſſes, and every part and parcel thereof, and the ſame being ſo well and ſufficiently repaired, maintained and kept, in the end of the ſaid Term ſhall leave and yield up unto the ſaid Guardians, or their Succeſſors, or in default of ſuch Succeſſors, then to ſuch perſon or perſons as ſhall be noted and appointed to receive the ſame by the major part of the Feoffees of the Lands belonging to the ſaid Pariſh, or the major part of the Pariſhioners of the ſaid Pariſh for the time being. Provided always, that if it ſhall happen the ſaid yearly Rent or Muskadin, or 2 *s.* in Money in lieu thereof, to be behind or unpaid in part or in all, by the ſpace of one Month next after any or either of the ſaid Feaſt-days or times of payment, in which the ſame ought to be paid (being lawfully demanded) or the ſaid Repairs not to be made and continued as aforeſaid, that then and from thenceforth this preſent Demiſe and Leaſe to ceaſe and determine, and be utterly void to all intents and purpoſes whatſoever, and that

Covenant to repair within ſix Months.

Proviſo, of Reentry for failure of Rent, or of Repairing, &c.

that then and from thenceforth it ſhall and may be lawful to and for the ſaid Guardians and their Succeſſors; and if default of ſuch Succeſſors, then to ſuch perſon or perſons as ſhall be noted and appointed by the ſaid major part of the ſaid Feoffees or Pariſhioners for the time being into the ſaid demiſed Premiſſes and every part thereof to re-enter, and the ſame to keep and detain to and for ſuch uſe and uſes as the ſame are, ſhall be or ought to be kept and imployed, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

Leaſe by Husband to 3d perſon of Coppice Ground and chief Rent in Truſt, for a maintenance for his Wife after his death.

THis Indenture made, &c. between L. H. of, &c. on the one part, and D. B. of, &c. Yeoman, on the other part, &c. witneſſeth, that the ſaid L. H. for and in Conſideration of the love and affection which he beareth to M. H. his now Wife, and for ſome means of maintainance for her during her natural life after the deceaſe of him the ſaid L. in caſe ſhe ſhall Survive him the ſaid L. Hath upon the Truſt hereafter in theſe preſents mentioned, demiſed, granted, ſet and to Farm-let unto the ſaid D. B. his Executors, Adminiſtrators and Aſſigns, All that Coppice or woody Ground with the Appurtenances, commonly called or known by the name of the *Barrels*, ſituate, lying and being in G. in the aforeſaid County of Y. there containing by eſtimation 40 Acres, be the ſame more or leſs, with the Meſſuage, Tenement and Buildings thereupon lately Erected and Built, all which ſaid Grant.

Tenement or Meſſuage, Coppice or Woody Ground with their Appurtenances, now are or late were in the tenure and occupation of one A. T. And alſo all that annual or chief Rent, or Sum of 169 *l.* iſſuing and to be iſſuing, due and payable to him the ſaid L. H. his Heirs and Aſſigns, out of certain Meſſuages, Lands and Hereditaments in L. aforeſaid, in the aforeſaid County of Y. now or late in the tenure or occupation of one R. S. his Aſſigns or Undertenants; All which ſaid demiſed Meſſuages or Tenements, Coppice or Woody-ground with the Appurtenances, together with the ſaid annual Rent or Sum of 19 *s.* he the ſaid R. H. lately bought and purchaſed of J. R. of, &c. in the County aforeſaid; To Have and to Hold the aforeſaid Meſſuage or Tenement, and the aforeſaid Coppice or Woody-ground with their Appurtenances, and to have, take and receive, perceive and enjoy the aforeſaid annual Rent or Sum of 19 *s.* unto the ſaid D. B. his Executors, Adminiſtrators and Aſſigns, immediately from and after the death of the aforeſaid L. H. unto the end and Term, and for and during the Term of 80 years, if the ſaid M. the now Wife of him the ſaid L. H. ſhall ſo long live: Yielding and paying therefore yearly, and every year during the ſaid Term unto the ſaid L. H. and the Heirs and Aſſigns of him the ſaid L. one Pepper-corn at the Feaſt of the Nativity of our Lord God and Saviour Chriſt, if the ſame ſhall be lawfully demanded. Yet nevertheleſs upon ſpecial Truſt and Confidence in the ſaid D. B. his Executors, Adminiſtrators and Aſſigns, by him the ſaid L. repoſed, and to the intent and purpoſe, that the ſaid D. B. his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer her the ſaid M. H. and her Aſſigns, during all the time of the continuance of this preſent Demiſe

Habendum.

Reddendum.

The Truſt.

Demiſe and Leaſe, To have, take, receive, perceive and enjoy all and ſingular the Rents, Iſſues and Profits of all and ſingular the aforeſaid Meſſuage or Tenement, and the ſaid Coppice or Woody-ground with their Appurtenances, together with the ſaid annual Rent or Sum of 19 *s. per Annum*, and every part thereof, to and for the only uſe and behoof of her the aforeſaid M. and her Aſſigns, during all the continuance of this demiſe; And the ſaid L. H. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid D. B. his Executors and Aſſigns, and every of them, that he the ſaid D. B. his Executors and Adminiſtrators, ſhall and may upon the Truſt aforeſaid, quietly and peaceably have, hold and enjoy all and ſingular the ſaid herein before demiſed and granted Premiſſes, and every part and parcel thereof, during all the continuance of the demiſe and grant aforeſaid, without any let, trouble, moleſtation, eviction, ejection, interruption or denial of the Heirs or Aſſigns of him the aforeſaid *L.* or of any other perſon or perſons, claiming or to claim the ſaid Premiſſes or any part thereof, from, by or under him the ſaid L. his Heirs or Aſſigns, or any or either of them. In witneſs, &c.

A Leaſe of a Rectory and Glebe Lands and Tithes.

THis Indenture made, &c. between R. C. of, &c. Gent. on the one part, and M. B. of, &c. Gent. on the other part witneſſeth, That the ſaid R. C. for and in Conſideration of the annual Rents, Covenants and Conditions on the part of the ſaid M. B. herein after mentioned to be paid and performed, and for other good cauſes Conſideration.

and conſiderations, him the ſaid R. C. in this behalf eſpecially moving; Hath upon the exceptions herein after mentioned, demiſed, granted, ſet and to Farm-let unto the ſaid M. B. his Executors, Adminiſtrators and Aſſigns, All that the Rectory or Parſonage of C. aforeſaid, in the ſaid County of G. together with all thoſe the Glebe Lands, Meadows, Leaſoes and Paſtures, And all manner of Tythes, Tenths and Tenth, Parts, Oblations, Obventions, Commodities, Advantages, Emoluments and other things whatſoever, and of what nature or kind ſoever to the ſaid Rectory or Parſonage, or to any part thereof belonging, or being, or reputed, or taken to be part, parcel or member of the ſaid Rectory or Parſonage of C. in the County of L. Except, and always reſerved out of this preſent demiſe, and grant unto the ſaid R. C. his Executors, Adminiſtrators or Aſſigns, All that part of the Glebe Land, of the Rectory or Parſonage aforeſaid, now in the Occupation of one T. W. of C. aforeſaid; (that is to ſay,) one piece of the ſaid Glebe Land containing by eſtimation one, Acre and half an Acre be it more or leſs, and the Tythes, Tenths and Profits of the ſaid parties, And of all the Tythes and Tenth of all and ſingular the Lands and Tenements of the ſaid M. B. in C. aforeſaid, and which are his own proper Lands and Tenements, and now in his own Occupation or Poſſeſſion, or in the Occupation and Poſſeſſion of his Undertenant or Undertenants, Aſſignee or Aſſignees; To have, hold, take, receive, perceive and enjoy all and ſingular the ſaid demiſed or meant, mentioned or intended to be herein or hereby demiſed, granted Premiſſes, and every part thereof, (except before excepted) unto the ſaid M. B. his Executors, Adminiſtrators and Aſſigns, imediately from and after

Demiſe.

Exceptions, ſome part of the Glebe Lands.

Habendum.

after the firſt day of, &c. next enſuing the date of theſe preſents, unto the end and Term of, &c. years thence next following fully to be compleat and ended. Yielding and paying therefore yearly, and every year during the ſaid Term unto the ſaid R. C. his Executors, Adminiſtrators or Aſſigns, the Rent or Sum of of lawful Mony of *England*, at 2 ſeveral days of payment in every year, (that is to ſay,) At the Feaſt day of, &c. commonly called *Lammas-day*, and the ſecond day of F. by even and equal portions, the ſame payment to be made at H. the Seſſions Hall within the City of G. And if it ſhall happen the ſaid annual Rent or Sum of, &c. or any part thereof to be behind and unpaid at the place aforeſaid limited for the payment thereof, by the ſpace of 40 days next after any or either of the ſaid day or days of payment, being lawfully demanded at the place aforeſaid; That then and from ſuch default or neglect of payment, this preſent Demiſe and Leaſe to ceaſe determin and be utterly void, to all intents and purpoſes whatſoever; And the ſaid M. B. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them doth promiſe, covenant and grant to and with the ſaid R. C. his Executors, Adminiſtrators or Aſſigns, and to and with every of them in manner and form following; (that is to ſay,) That he the ſaid M. B. his Executors, Adminiſtrators and Aſſigns, ſhall and will yearly, and every year at the place and days of payment aforementioned, or within 40 days next after every of the ſaid days of payment before mentioned, well and truly pay the Rent aforeſaid, in manner aforeſaid: And alſo ſhall and will from time to time during the ſaid Term, as often as need ſhall require, bear and pay towards the charge and neceſſary

Reddendum.

Upon Non-payment of Rent, the Leaſe to ceaſe.

Covenant by the Leſſee to pay the Rent.

Covenant by the Leſſees to pay part of the charges for the repair of the Chancel.

neceſſary repair of the Chancel of the ſaid Pariſh Church of C. 5 parts of 6 parts in the whole of the neceſſary repairs and amendment of the ſaid Chancel, excepting only, if the Walls of the ſaid Chancel ſhall happen without wilful neglect of the ſaid M. B. his Executors, Adminiſtrators or Aſſigns, in his ſaid proportion of repairs thereof to fall down, Then and in that caſe the ſaid M. B. his Executors, Adminiſtrators or Aſſigns, not to be charged with the re edifying of the ſaid Walls or any part thereof, but the ſaid R. C. his Executors, Adminiſtrators or Aſſigns, to re-edifie the ſame at his or their own proper coſts and charges. And the ſaid M. B. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and graſt to and with the ſaid R. C. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid M. B. his Executors, Adminiſtrators or Aſſigns, ſhall and will from time to time, and at all times hereafter during the ſaid Term, repair and amend the 2 Bays of Barn aforeſaid; (that is to ſay,) where the Threſhing-floor is, and the next unto the ſame Threing floor, on the ſide towards the Church aforeſaid, with good and ſufficient repairs, and the ſame well and ſufficiently repaired in the end of the ſaid Term, ſhall leave and yield unto the the ſaid R. C. his Executors, Adminiſtrators and Aſſigns. And the ſaid R. C. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid M. B. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid M. B. his Executors, Adminiſtrators and Aſſigns, and every of them, for and under the yearly Rent,

Covenant by the Leſſee for other repairs.

coven-

covenants, clauſes and conditions herein before expreſſed, on the part of the ſaid M. B. his Executors and Aſſigns to be paid and performed as aforeſaid, ſhall and may quietly and peaceably have, hold, uſe, occupy, receive, perceive and enjoy all and ſingular the demiſed, meant or intended to be herein or hereby demiſed and granted Premiſſes, and every part thereof (except as is before excepted,) without any let, trouble, moleſtation, eviction, ejection, interruption or denial of him the ſaid R. C. his Executors, Adminiſtrators or Aſſigns or of any other perſon or perſons whatſoever, claiming or which ſhall or may claim the ſame Premiſſes or any part thereof, by, from or under him, them or any or either of them, And alſo that he the ſaid R. C. his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times during the aforeſaid Term of 21 years, bear, pay and diſcharge all and all manner of Levies, Taxes, Impoſitions, Contributions and all Military charges, to be charged, taxed, aſſeſſed or impoſed upon, or for the ſaid herein before or hereby demiſed Premiſſes or any part thereof, or upon the ſaid M. R. his Executors, Adminiſtrators or Aſſigns, or any or either of them, for or by reaſon of his being Tenant or Enjoyer of the ſaid Premiſſes or any part thereof, by virtue of theſe preſents, except only all Taxes, Levies and Impoſitions to be laid or impoſed upon the ſaid M. B. his Executors, Adminiſtrators or Aſſigns, for or towards the relief of the Poor of the Pariſh of C. and to the Church there, and that 5 parts towards repair of the Chancel in manner aforeſaid, All which matters by this laſt exception excepted, the ſaid M. B. his Executors, Adminiſtrators and Aſſigns, are from time to time to bear, pay and diſcharge during the Term aforeſaid. In witneſs, &c.

Covenant for quiet enjoyment.

Covenant by the Leſſor to pay Taxes.

A

A Leaſe by three Adminiſtratrixes to two perſons in Truſt, to prevent Survivorſhip of a long Term for years, they had as Adminiſtratixes. Drawn well and in ſhort.

THis Indenture made, &c. Between M. W. of, &c. T. P. of, &c. Gen. and J. his Wife, and J. W. of, &c. Yeom. and A. his Wife, (Adminiſtratrixes of the Goods and Chattels of E. W. heretofore of, &c. Yeoman, deceaſed) on the one party, and R. S. of, &c. Gent. and J. C. of, &c. Gent. and J. C. of, &c. Gent. on the other party, Witneſſeth, That the ſaid M. W. J. P. and J. his Wife, J. W. and A. his Wife, for and in Conſideration of the Sum of 5 *l.* of lawful Money of *England* to them in hand paid, before the enſealing and delivery of theſe preſents, and for divers other good Cauſes and Conſiderations them moving, Have demiſed, granted, bargained, ſet and to Farm-let, and by theſe preſents do demiſe, grant, bargain, ſet and to Farm-let unto the ſaid R. S. and J. C. their Executors, Adminiſtrators and Aſſigns, and every of them, all that Meadow or parcel of Meadow ground, called or known by the name of B. Meadow, containing by eſtimation 12 Acres or thereabouts, be it more or leſs, ſituate, lying and being in H. Fields, in the Pariſh of H. and County aforeſaid, together with all Profits, Commodities and Hereditaments thereto belonging; and all that Cloſe or Paſture, and one Meadow thereunto adjoyning, lying and being in B. Field aforeſaid, with all Edifices and Buildings thereto belonging or appertaining, which were heretofore in the Tenure of one R. H. or his Aſſigns, To Have and to Hold the ſaid Meadow called B. Meadow, with its Appurtenances, unto them the ſaid R. S. and

Habendum.

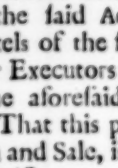
and J. C. their Executors, Adminiſtrators or Aſſigns, from the day next before the date of theſe preſents, for and during the Term of 80 years and 3 Months thence next enſuing and fully to be compleat and ended: And to have and to hold the reſt and reſidue of all and ſingular the ſaid Meſſuages or Tenements and Premiſſes, with their Appurtenances, unto the ſaid R. S. and J. C. their Executors, Adminiſtrators and Aſſigns, from the day next before the date hereof, for and during the Term of 987 Years and 4 Months, from thence alſo next enſuing fully to be compleat and ended; Yet nevertheleſs upon ſpecial Truſt and Confidence in them the ſaid R. S. and J. C. by the ſaid M. W. T. P. and J. his Wife, J. W. and A. his Wife repoſed, That they the ſaid R. S. and J. C. their Executors, Adminiſtrators and Aſſigns, ſhall and will from henceforth, during the ſaid ſeveral and reſpective Terms, permit and ſuffer the ſaid M. W. T. P. and J. his Wife, J. W. and A. his Wife, their Executors, Adminiſtrators or Aſſigns, to take and receive to their and every of their proper uſe and uſes, the Rents, Iſſues and Profits of all and ſingular the ſaid herein before granted and bargained Premiſſes, and every part and parcel thereof, in manner following, (That is to ſay,) the ſaid M. W. her Executors, Adminiſtrators and Aſſigns, to have and enjoy one full third part of three proportionable parts of the whole, to be divided to her and their own proper uſe and uſes. And the ſaid T. P. and J. his Wife, their Executors, Adminiſtrators and Aſſigns, to have and enjoy one other full third part of three proportionable equal parts of the whole, to be alſo divided. And the ſaid J. W. and A. his Wife, their Executors, Adminiſtrators and Aſſigns, to have and enjoy the other full third

The Truſt.

For every of the Adminiſtratrixes a third part.

third part of three proportionable equal parts of the whole, to be divided without any right of Survivorſhip to be had by any or either of them, by virtue of the Letters of Adminiſtration of the Goods and Chattels of the aforeſaid J.W. And the ſaid M. W. for her part, and for her Executors, Adminiſtrators and Aſſigns, and the ſaid T.P. and J. his Wife, for their parts and for their reſpective Executors, Adminiſtrators and Aſſigns. And the ſaid J. W. and A. his Wife, for their parts, and for their reſpective Executors, Adminiſtrators and Aſſigns, do hereby mutually agree the one with the other of the ſaid Adminiſtrators, of the Goods and Chattels of the aforeſaid E. W. And ſo hereby do declare, That the ſaid Rents, Iſſues and Profits of the ſaid herein before granted Premiſſes, ſhall from henceforth be had and received according to the intention and meaning of theſe preſents, and as herein before is mentioned and agreed, and declared, without contradiction of any or either of them the ſaid Adminiſtrators of the Goods and Chattels of the ſaid E. W. or of any or either of their Executors, Adminiſtrators or Aſſigns. And the aforeſaid R. S. and J. C. do hereby declare, That this preſent Indenture of Leaſe, or Bargain and Sale, is made to them, their Executors, Adminiſtrators and Aſſigns, only in Truſt for the uſes, intents and purpoſes aforeſaid. In witneſs, &c.

Mutual Covenant between the Adminiſtratrixes, that the Rents ſhall be received and applied accordingly.



A

A Leaſe for Years of Tithe of Corn and Hay, to commence after the death of the Leſſor for two Lives.

THis Indenture made, &c. Between R. M. of O. in the County of S. of the one part, and W. G. of N. in the County of S. aforeſaid of the other part, Witneſſeth, That the ſaid R. M. for divers good Cauſes and Conſiderations him the ſaid R. M. hereunto moving, and eſpecially for and in Conſideration of the Sum of, &c. of lawful Money of *England*, to him the ſaid R. M. in hand paid by the ſaid W. G. before the enſealing and delivery of theſe preſents, whereof and wherewith the ſaid R. M. doth acknowledge himſelf to be fully ſatisfied; And thereof, and of every part and parcel thereof, doth clearly and abſolutely releaſe, acquit, exonerate and diſcharge the ſaid W. G. his Executors and Adminiſtrators for ever by theſe preſents, Hath demiſed, granted, ſet and to Farm-letten, and by theſe preſents doth demiſe, grant, ſet and to Farm let unto the ſaid W. G. his Executors and Aſſigns, all and all manner of Tithes and Tenths of Corn, Grain and Hay, yearly coming, growing, renewing or increaſing in and upon and out of all thoſe Grounds and Cloſes commonly called or known by the Name of, &c. ſituate, ſet, lying and being within the Pariſh of A. in the ſaid County of S. now in the tenure or occupation of S. or of his Aſſignee or Aſſignees, whereof or out of which ſaid Grounds or Cloſes called, &c. any Tithes or Tenths of Corn, Grain and Hay, have at any time or times heretofore been uſually taken, received, paid or enjoyed: And alſo all and all manner of Tithes, Tenths of Corn and Grain, yearly growing, renewing, coming or increaſing in, upon

Conſideration.

Grant.

upon or out of all thoſe Grounds, Fields and Cloſes ſituate, ſet, lying and being at H. within the Pariſh of H. in the County aforeſaid, now in the tenure or occupation of one A. F. or of his Aſſignee or Aſſignees, whereof or out of which ſaid Grounds, Fields or Cloſes, any Tithes or Tenths of Corn, Grain and Hay, have at any time or times heretofore been uſually paid, taken, received or enjoyed; To Have and to Hold the ſaid Tithes and Tenths of Corn, Grain and Hay, and other the Premiſſes, with the Appurtenances, unto the ſaid W. G. his Executors, Adminiſtrators and Aſſigns, from and immediately after the death and deceaſe of the ſaid, &c. unto the full end and Term of, &c. from thenceforth next following and fully to be compleat and ended, if the ſaid W. G. and *Frances* Wife of the ſaid W. G. or either of them, do or ſhall live ſo long. Yielding and paying therefore yearly, after the death or deceaſe of the ſaid, &c. as aforeſaid, during the ſaid Term, unto the ſaid R. M. his Heirs or Aſſigns, the Sum of, &c. of good and lawful Money of *England*, at the Feaſt, &c. at or in, &c. The firſt payment to be made at, in or upon the Feaſt, &c. that ſhall happen to be next after the death or deceaſe of the ſaid, &c. And if it happen the ſaid yearly Rent to be behind and unpaid, in part or in all, after the ſaid Feaſt-day of, &c. before ſpecified, in which the ſame ought to be paid as aforeſaid, by the ſpace of 10 days, being lawfully demanded, That then and ſo often the ſaid W. G. his Executors and Aſſigns, ſhall pay or cauſe to be paid unto the ſaid R. M. his Heirs or Aſſigns, the Sum of 5 *s.* of lawful Money of *England*, for and in the name of a pein or penalty. And the ſaid W. G. doth covenant, promiſe and grant for himſelf, his Heirs, Executors and Adminiſtrators,

Habendum.

Reddendum.

The yearly Rent, with the day and place of payment.

A penalty of 5 *s.* if the Rent be behind 10 days.

ſtrators, to and with the ſaid R. M. his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid W. G. his Executors or Aſſigns, ſhall not nor will not at any time or times hereafter, wittingly or willingly permit or ſuffer any Tithes or Tenths of Corn, Grain or Hay, to be detracted, concealed or withholden, which ſhall be iſſuing going or payable out of the ſaid Grounds, Fields or Cloſes before demiſed, or out of any of them. And that the ſaid W. G. his Executors or Aſſigns, ſhall and will at all times and from time to time, during the ſaid Term, do his and their beſt and uttermoſt endeavour for the recovering, having, receiving and enjoying of the ſaid Tithes and Tenths, and of every part and parcel thereof. And the ſaid R. M. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, &c. (*as in Covenants of Enjoying, &c.*) In witneſs, &c.

A Covenant, That the Leſſee ſhall not loſe nor ſuffer to be concealed any of the Tithes or Tenths, during the Leaſe.

A Covenant for quiet enjoying.

A Leaſe for ſix years, of part of a Lordſhip, with ſeveral ſpecial Covenants, That Leſſee ſhall plow, fetch Coals, carry Corn, &c. for the Leſſor. Well Drawn.

THis Indenture made, &c. Between E. S. of Q. in the County of L. of the one part, and T. A. the younger of the ſame Town, Husbandman, of the other part, Witneſſeth, That the ſaid E. S. for and in Conſideration of the payments of the Rents and performance of the Covenants and Agreements hereafter in theſe preſents mentioned and expreſſed, on the part and behalf of the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, to be done and performed, and for divers other good and valuable Cauſes

Conſideration.

Grant.

and Conſiderations him the ſaid E. S. hereunto moving, Hath demiſed, granted, leaſed, ſet and to Farm-letten, and by theſe preſents doth demiſe, grant, ſet and to Farm-let unto the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, all thoſe pieces and parcels of arable Land, Hey-ground, Meadow-paſture and Graſs-ground, with their and every of Appurtenances, containing by eſtimation one Yard Land, or thereabouts, lying and being within the Fields, Liberties, Precincts or Territories of Q. aforeſaid, in the ſaid County of L. being parcel of the Lands there called the *Hall Lands*, and being ſet forth and marked out by the ſaid E. out of the reſt of the ſaid Lands there called the *Hall Lands*, and being now or late in the tenure or occupation of the ſaid E. S. or of his Aſſigns, Farmers or Under-tenants; together with all Hades, Balks, Leys, Leaſows, Lot-graſs, Parting-graſs, Commons for two Cows and Commons for Horſes and Sheep, ratably and proportionably for one Yard Land, in the Fields and Commonable places of Q. aforeſaid, according to the Uſage and Cuſtom there, Ways, Eaſments, Paths, Paſſages and all other Profits, Priviledges, Commodities, Advantages and Appurtenances, now uſed and belonging to the ſaid ſeveral pieces and parcels of Ley-ground, arable Land, Meadow and Paſture, Graſs-ground and Premiſſes hereby demiſed, to or with any part or parcel thereof (Excepted and always reſerved out of this Demiſe unto the ſaid E. S. his Heirs and Aſſigns, all the Graſs-ground, Meadow-ground and Paſture-ground belonging to the ſaid hereby demiſed Premiſſes, lying and being in certain places within the Fields or Lordſhip of Q. aforeſaid, called or known by the ſeveral Names

Common for Cattle ſtinted and proportionably to the uſage.

Certain Ground reſerved to the Leſſor.

of,

of,&c. or any of them; and alſo all the Gorze, Thorns and Trees, Wood and Under-woods, now ſtanding, growing and being, or which at at any time or times hereafter ſhall be upon the ſaid demiſed Premiſſes, or any part or parcel thereof, with free Liberty to and for him the ſaid E. S. his Heirs and Aſſigns, and his and their Servants, Agents and Work-men, to top, crop, fell, cut down, take and carry away the ſame, without the let, contradiction or denial of the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, or any of them.) To Have and to Hold the ſeveral pieces and parcels of arable Land, Ley-ground, Meadow-paſture and Graſs-ground and premiſſes hereby demiſed, with the Appurtenances (except before excepted) unto the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, from the 25 day of *March* laſt, before the date of theſe preſent Indentures, for and during and until the full end and term of ſix years from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly and every year during the ſaid Term demiſed unto the ſaid E. S. his Heirs or Aſſigns, the yearly Rent or Sum of,&c. of lawful money of *England*, upon the 25*th* day of *March* yearly, if the ſame be lawfully demanded, and alſo one Couple of young and well fed Capons yearly, during the ſaid Term, upon the Feaſt-day of St. *Michael* the Archangel; and alſo yielding, doing, and performing and keeping all and ſingular the Covenants, Promiſes and Agreements hereafter in theſe preſents mentioned, expreſſed and declared on the part and behalf of the ſaid T. A. his Executors and Aſſigns, and every or any of them, to be obſerved, performed, fulfilled and kept, according to the true intent and meaning of theſe preſents. And the ſaid T. A. for himſelf,

Trees, Furze, &c.

Liberties to cut and carry away the ſame.

Habendum.

The term of the Leaſe.

Reddendum.

his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe, grant and agree to and with the ſaid E. S. his Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in manner and form following; *viz.* That he the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, or ſome or one of them, ſhall and will from time to time, and at all times hereafter, during the continuance of this preſent Demiſe, well and ſufficiently, at his and their own proper coſts and charges in all things, (Corn and Manure excepted) plow, dreſs, ſow, harrow, till, ordure and manure for the ſaid E. S. his Heirs and Aſſigns, all theſe ſeveral pieces and parcels of arable Land in the Fields of Q. aforeſaid, containing by eſtimation, or accounted to be one Yard Land, or ſo much arable Land as belongeth to one Yard Land, being other parcel of the ſaid Lands called the *Hall Lands*, already marked and ſet out by the ſaid E. S. and the ſaid T. A. to be plowed, dreſſed, ſowed, tilled and manured, for him the ſaid E. S. his Heirs and Aſſigns, by the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, he the ſaid E. S. his Heirs and Aſſigns finding and providing Seed and Manure, for ſowing and manuring of the ſaid, &c. which ſaid Seed and Manure ſo as aforeſaid to be provided; The ſaid T. A. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid E. S. his Heirs and Aſſigns, upon notice or warning given to the ſaid T. A. his Executors or Adminiſtrators, to carry the ſame from the Manſion-houſe of the ſaid E. in Q. aforeſaid, and from ſuch other place and places within the Town or Lordſhip, as the ſaid E. S. his Heirs or Aſſigns, ſhall from time to time direct and appoint,

Covenant that Leſſee will till ſome Land for Leſſor.

Leſſor to find Corn, and Manure.

And the Leſſee to fetch it.

point unto the ſaid arable Lands, and ſow the ſaid arable Lands with the ſaid Seed ſo provided, and harrow and order the ſame, and lay, and ſpread the ſaid Manure upon the ſaid arable Land, and do all other things requiſite and convenient for the dreſſing, tilling, ordering and manuring of the ſaid arable Lands, in as good manner and ſort as the better ſort of Huſbandmen in Q. aforeſaid do their Lands there; And alſo that he the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, ſhall and will yearly, and every year during the ſaid Term hereby demiſed from time to time, and at all times imdiately upon notice or warning given to him or them, by the ſaid E. S. his Heirs and Aſſigns, carry for the ſaid E. unto the Manſion-houſe of the ſaid E. in Q. aforeſaid, or to ſuch other place or places in Q. aforeſaid, as he the ſaid E. S. his Heirs and Aſſigns, ſhall from time to time direct and appoint, not only all the Corn and Grain yearly ariſing and growing upon the ſaid laſt mentioned Land, but alſo that ſhall be yearly ariſing and growing upon the Graſs-ground, and Meadow-ground in the ſaid places called D. B. And alſo one third part of the Hay of the ſaid E. yearly growing in a certain place called B. the ſaid Corn and Hay being firſt mowed, cocked, ſhocked, reaped and made ready for the Cart, at the proper coſts and charges of the ſaid E. S. his Heirs or Aſſigns, And alſo that he ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will from time to time, and at all times hereafter during the ſaid Term hereby demiſed, when and ſo often as the ſaid E. S. his Heirs or Aſſigns, ſhall reaſonably direct or require, carry for the ſaid E. his Heirs and Aſſigns, ſo many Loads of Gorze, Furze,

Leſſee to carry Corn and Hay for Leſſor.

Leſſee to carry Furzes, &c. for Leſſor.

Thorn, Lime, Wall-ſtone and other carriages to the Manner Houſe of the ſaid E. S. in Q. aforeſaid, as he or they ſhall reaſonably require; And alſo that he the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will yearly till, plow and dreſs for the ſaid E. S. his Heirs or Aſſigns, for ſo many years of the ſaid Term hereby demiſed, as the ſaid E. S. ſhall direct, ſo much and ſuch part of certain places called, &c. as the ſaid E. his Heirs or Aſſigns ſhall direct or appoint, ſo that the ſame do not exceed, &c. thereof, And ſo as the ſaid T. A. his Executors or Aſſigns, be not hereby compelled or compellable to plow the ſaid Cloſe, called H. Cloſe in any of thoſe years, in which the ſaid other places called, &c. or either of them ſhall be plowed and had in tillage, And alſo that he the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will from time to time, and at all times hereafter during the Term hereby demiſed, well and truly do, pay, perform, diſcharge and ſatisfie, or cauſe or procure to be well and ſufficiently done, paid, performed, diſcharged, and ſatisfied, All and all manner of Taxes, Payments, Aſſeſſments, Levies, Charges, Duties and Impoſitions whatſoever, and of what nature and kind ſoever, which at any time or times hereafter during the Term hereby demiſed, which ſhall be iſſuing, payable out of or charged upon the ſaid Premiſſes hereby demiſed, and every or any part or parcel thereof, or upon the ſaid E. S. his Heirs or Aſſigns, for or in reſpect of the ſaid hereby demiſed Premiſſes, And of and from all ſuch Taxes, Payments, Aſſeſſments, Levies, Charges, Duties and Impoſitions, ſhall and will from time to time, and at all times hereafter during the Term hereby demiſed, ſave and keep harmleſs and

And to till other Land.

Leſſee to pay all Taxes.

and indempnified the ſaid E. S. his Heirs and Aſſigns, and his and their Lands, Tenements, Goods, Cattle and Chattels, And alſo that he the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will well and truly content ſatisfie and pay, or cauſe to be paid unto the ſaid E.S. his Heirs or Aſſigns, the yearly Rent or Sum of, &c. lawful Money of *England*, for every Acre of Green-ſword or Graſs-ground, of the ſaid hereby demiſed Premiſſes, not uſed for arable Land, or in Tilage within the ſpace of,&c. years now laſt paſt, which at any time or times hereafter, during the continuance of this preſent demiſe, the ſaid T. A. his Executors, Adminiſtrators or Aſſigns, or any of them ſhall dig, break up, plow, reduce or convert into tillage or arable Land, or cauſe or procure to be diſcharged, &c. without the licenſe or conſent of the ſaid E. S. his Heirs and Aſſigns, in Writing under his or their Hands and Seals thereunto had and obtained, and ſo according to that rate for every greater or leſſer quantity of ſuch Green-ſword or Graſs-ground as aforeſaid, without ſuch Licenſe as aforeſaid, the ſaid Rent to begin to be payable upon the, &c. day of *September*, and the 5 day of *March*, which of them ſhall firſt happen next after the firſt digging and breaking up ſuch Green-ſword or Graſs-ground as aforeſaid,without ſuch conſent aforeſaid, and from thence to continue payable upon the ſaid days of payment by equal portions until the end and expiration or other determination of the ſaid Term hereby demiſed,And alſo that the ſaid T.A. his Executors,Adminiſtrators or Aſſigns, or ſome or one of them,ſhall and will yearly and every year during the ſaid Term hereby demiſed, at his and their proper coſts and charges, bring or cauſe to be brought to the now dwelling

Leſſee to pay ſuch a Rent for every Acre of Graſs ground he converts into tillage, not uſually tilled for ſo many years before.

Leſſee to bring Coals to Leſſors Houſe.

ling Houſe of the ſaid T. S. ſituate and being in Q. aforeſaid, one good and ſufficient Load of Coals, and the ſame ſo brought ſhall and will yearly and every during the ſaid Term hereby demiſed, deliver or cauſe to be delivered to the ſaid E. S. his Heirs or Aſſigns, The ſaid E. his Heirs or Aſſigns, upon receipt of the ſaid Coals, paying ſo much for the Coals as the ſame ſhall coſt and be reaſonably worth at the Coal-pits, from whence they were brought; And the ſaid T. A. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid E. S. his Heirs and Aſſigns, that he the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, ſhall and will yearly during the ſaid Term hereby demiſed, well and truly ſatisfie and pay unto the ſaid E. S. the ſaid yearly Rent or Sum of, &c. at the time above mentioned for payment thereof, and ſhall, and will do, obſerve, perform and keep all and ſingular the Covenants, Clauſes and Agreements aforeſaid, which on his part and behalf ought to be obſerved performed and kept. Provided always and upon Condition, That if the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, and every of them do not or ſhall not from time to time and at all times hereafter, during the Term hereby demiſed, well and truly obſerve, perform, fulfil and keep All and ſingular the Articles, Covenants, Proviſoes and Agreements, before in and by theſe preſents mentioned, expreſſed and contained on his and their parts and behalfs to be obſerved, performed, fulfilled and kept according to the form and effect of theſe preſent Indentures, or do or ſhall at any time or times hereafter during the ſaid Term hereby demiſed, let, ſet or aſſign the ſaid hereby demiſed Premiſſes, or any part or parcel thereof, to any perſon or perſons

Covenant for payment of the Rent and performance of the Covenants by Leſſee.

Proviſo That if the Leſſee ſhall break any Covenant, &c. or let any part of the Premiſſes without license under ſeal, that in either caſe Leſſor to re-enter.

ſons whatſoever, without the licenſe or conſent of the ſaid E.S. in Writing, under his hand and ſeal thereunto firſt had and obtained, That then and from thenceforth in either of the ſaid caſes, it ſhall and may be lawful to and for the ſaid E. S. his Heirs and Aſſigns, and every or any of them, into and upon the ſaid hereby demiſed Premiſſes with the Appurtenances wholly to reenter, and the ſame to have again, repoſſeſs and ejoy as in his and their former Eſtate, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid E.S. for himſelf, his Heirs, Executors and Aſſigns, and every of them doth covenant, promiſe, grant and agree, to and with the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in manner and form following, (*viz.*) That he the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, and every of them, ſhall or lawfully may from time to time, and at all times hereafter during the Term hereby demiſed, under the performance of the Covenants, Proviſoes, Conditions and Agreements, before in theſe preſents mentioned and contained, peaceably and quietly, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid hereby demiſed Premiſſes with the Appurtenances, except before excepted, without the lawful let, ſuit, trouble, moleſtation, interruption, eviction, diſturbance or denial of the ſaid E.S. his Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, now or at any time or times hereafter claiming, by, from or under him, them or any of them. In witneſs, &c.

Covenant for quiet enjoyment under performance of the Covenants, &c.

A Leaſe

A Leaſe in Conſideration of Service performed by Father and Mother, to commence after their deceaſes, for 60 years, if B. their Daughter ſo long live; nevertheleſs with power for Father or Mother, or Survivor to appoint to what uſes it ſhall go. Taken in a third perſons name.

THis Indenture made the, &c. day of, &c. in the year, &c. Between F. C. Widow Relict of, &c. C. late of, &c. in the County of, &c. deceaſed on the one part and W. G. of, &c. St. *Andrews-holborn* in the County of *Middleſex*, on the other part witneſſeth, That the ſaid F.C. for and in conſideration of the good and faithful Service to her done by W. F. Yeoman, and and E. his Wife, having both of them formerly been Servants to the ſaid F. C. and to J. G. and D. his Widow, (both of them deceaſed, Father and Mother of the ſaid F. C.) And for the ratifying and making good any defects, which may have happened in a Leaſe formerly made, or intended to be made unto them the ſaid W. F. and *Eliz.* of the Lands and Tenements hereafter named, during the Term hereafter mentioned, and for other good Conſiderations her thereunto moving, Hath demiſed, granted and to Farm letten, and by theſe preſents, doth demiſe, grant and to Farm-let unto the ſaid W. G. his Executors and Adminiſtrators, All thoſe Cloſes, Leaſows and Paſtures with their and every of their Appurtenances called or known by the ſeveral names of, &c. lying and being between D. and S. in the County of S. late or heretofore in the poſſeſſion or occupation of R. W. and F. B. And all ways, Eaſements, Paſſages, Commons, Profits, Commodities, Priviledges, Emoluments and Hereditaments whatſoever, To the ſaid Cloſes, Leaſows

Conſideration.

Grant.

ſows or Paſtures or to any of them belonging, or in any wiſe appertaining with ſufficient Hedgboot and Tynſel, for the neceſſary Hedging or Fencing of the ſame, at all convenient times, ſo often as need ſhall require, (the Pan or Pit being upon part of the demiſed Premiſſes always excepted, with Liberty to come and go for ſcouring and overſeeing, fiſhing and amending of the ſaid Pan or Pit at all convenient times,) To Have and to Hold the ſaid Cloſes, *Habendum.* Leaſows or Paſtures and all other the Premiſſes, (except before excepted,) unto the ſaid W. G. his Executors, Adminiſtrators and Aſſigns, for and during the Term of 60 years, to come and be accounted from the deceaſe of the ſaid W.F. and *Eliz.* his Wife, and the Survivor of them, And from thence next enſuing fully to be compleat and ended, if E. N. now Wife of N. and Daughter to the ſaid W. F. and E. his Wife ſhall ſo long live, In Truſt notwithſtanding to and for the only uſe and behoof of ſuch perſon or perſons, as the ſaid W. F. and E. his Wife, or the Survivor of them by any Writing or Writings under their Hands and Seals, or under the Hand and Seal of the Survivor of them, ſhall limit and appoint; Yielding and paying *Reddendum.* therefore yearly during the ſaid Term, the Rent of 5 *l.* of good and lawful Money of *England*, At the Feaſts of St. *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary* by equal portions, The firſt payment to begin at ſuch of the ſaid Feaſts, as ſhall firſt happen next after the deceaſe of the ſaid W. F. and E. his Wife, and the Survivor of them. And if it ſhall *If no diſtreſs to* happen the ſaid yearly Rent or any part thereof *be found on* to be behind or unpaid, by the ſpace of 28 days *Premiſſes then* next after either of the ſaid Feaſts the ſame being *Leaſe to be* lawfully demanded, and no ſufficient Diſtreſs to *void.* be

be found upon the Premiſſes, That then this Leaſe to be abſolutely void, and determined at the will and pleaſure of the ſaid F. C. her Heirs or Aſſigns, And the ſaid W. G. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid F. C. her Heirs and Aſſigns, by theſe preſents, That he the ſaid W. G. his Executors or Adminiſtrators, ſhall and will maintain and repair all the Hedges, Fences, Ditches and Bounds of the ſaid Lands, And the ſame in good and tenantable reparation will leave at the end or expiration of the ſaid Term, And the ſaid Leſſes nor any of them, nor the Tenants nor Aſſigns of them, or any of them ſhall crop, cut down or carry away off or from the demiſed Premiſſes, any manner of Wood without the privity and licenſe of the ſaid F. C. her Heirs or Aſſigns, firſt had and obtained, And the ſaid F. C. her Heirs and Aſſigns, All and ſingular the Premiſſes with their and every of their Appurtenances, ſhall and will warrant, acquit and defend unto the ſaid W. G. his Executors and Adminiſtrators during the ſaid Term, according to the True intent of this preſent Deed, And under the yearly Covenants and Limitations above recited, againſt all perſon or perſons whatſoever, claiming or to claim from by or under her. In witneſs, &c.

Covenants for Repairs.

Letter

Letters of Attorney.

A Warrant of Attorney to Confeſs a Judgment upon a Bond in the Kings Bench, or Common-Pleas.

To Mr. R A. Mr. R.H. or any other Attorney of His Majeſties Courts of Kings-Bench or Common-Pleas at Weſtminſter.

WHereas I A. B. of, &c. by Obligation bearing Date the day before the Date of theſe preſents, am held and firmly bound unto E.F. of, &c. in the penal Sum of 500 *l.* of lawful Money of *England*, Conditioned for payment of 250 *l.* of like Money with Intereſt on the 10*th* day of A. next enſuing the date hereof, at or in the now dwelling-houſe of the ſaid E. F. ſituate in, &c. as in and by the ſame Obligation with Condition, relation being thereunto had, more fully and at large may appear. Theſe are therefore to deſire and authorize you, or either or any of you, to appear for me the ſaid A. B. in either of the ſaid Courts of Kings-Bench or Common-Pleas at *Weſtminſter*, to an Action of Debt of 500 *l.* there to be brought or commenced againſt me by the ſaid F.E. upon the ſaid Bond in *Michaelmas* Term now next enſuing, and to Confeſs Judgment againſt me the ſaid A. B. thereupon unto him the ſaid E. F. for the ſaid Sum of 500 *l.* beſides coſts of Suit by *Non ſum Informatus*, or otherwiſe, as to you ſhall ſeem fit; and for your or any of your ſo doing this ſhall be your ſufficient Warrant and Diſcharge. Witneſs my Hand and Seal this, &c.

A

A Warrant of Attorney to Confeſs Judgment in a Scire facias *in the Kings-Bench, with a* Ceſſet Executio.

To Mr. R. A. or any other Attorney of his Majeſties Court of Kings-Bench at Weſtminſter.

THeſe are to Authorize you, or any of you, to appear for me E. L. of, &c. Gent. in the ſaid Court of Kings-Bench, at the Suit of J. N. Gent. as of this preſent *Hillary* Term, in a Plea of a Writ of *Scire facias* brought againſt me as Heir of F. L. my Father deceaſed, and againſt the Ter-tenants of the ſaid F. L. and thereto to implead for me *Non ſum Informatus*, or otherwiſe to ſuffer Judgment to paſs againſt me by default, or by *Nihil dicit*, or by *Relicta verificatione*, or by any other way or means as to you ſhall ſeem moſt fitting, with ſtay of Execution till the firſt day of *Eaſter* Term next, and for your or any of your ſo doing this ſhall be your ſufficient Warrant and Diſcharge. Witneſs my Hand and Seal this day of, &c.

An Indenture of Covenants touching a Letter of Attorney, for raiſing 20000 l.

THis Indenture made, &c. Between R. S. of A. in the County of W. Eſq; on the one part, and Sir J. A. of H. in the County of H. Baronet, R. A. and E. A. Brother of the ſaid Sir J. A. of the other part. Whereas G. S. late of C. in the County of S. by his laſt Will and Teſtament in Writing, dated the 10*th* day of *July*, in the 18*th* year of his now Majeſties Reign, did give and deviſe unto the ſaid Sir J. A. R. A. and E. A. their

their Executors and Adminiſtrators, all thoſe the Mannors or Lordſhips of C. C. B. S.S. and H. with their and every of their appurtenances in the ſaid County of S. and alſo the Impropriate Rectory of H. with the appurtenances, in the ſaid County of S. and alſo the moiety of the Mannor of R. C. and W. with their and every of their appurtenances in the County of D. and all Granges, Farms, Meſſuages, Lands and Hereditaments whatſoever, to the ſaid Mannors or any of them belonging, or enjoyed with them or any of them; To Have and to Hold for and during the Term of 99 years, to commence immediately from the deceaſe of the ſaid G.S. without impeachment of or for any manner of Waſte, upon the Truſts therein declared, and amongſt other things for raiſing of the Sum of Twenty thouſand pounds of lawful Money of *England*, for the Portions of A. S. J. S. and E. S. Daughters of the ſaid G. S. or the Survivor of them, ſhare and ſhare alike, at their reſpective Ages of 21 years, or days of Marriage, which ſhall firſt happen, as in and by the ſaid laſt Will and Teſtament, amongſt other things therein contained more fully and at large appeareth. And whereas the ſaid Sir J. A. R. A. and E. A. for the better and more ſpeedy raiſing the ſaid great Sum of Money by their Letter of Attorney bearing date the *7th* day of *March* now laſt paſt, before the date of theſe preſents, did make and conſtitute the ſaid R. S. their and every of their Attorney, thereby impowring him in their Names, or in their Names or his own Name to appoint one or more Stewards and Bayliffs of the ſaid Mannors or Lordſhips, and of every or any of them, and by himſelf or any other Steward or Deputy, by him to be appointed to keep Courts within the ſaid Mannors, and every or any

Deviſe of the Mannors, &c. by Will.

The Truſts in the Will.

Recital of the Letter of Attorney.

any of them in their Names, or in their Names and his own, and by himſelf or the ſaid Steward or Stewards to be appointed, to demiſe or grant any Capital Eſtates, being parcel of any of the ſaid Mannors, according to the reſpective Cuſtoms of the ſame, for ſuch Fines as to him ſhould ſeem meet, and further Impowring him for them and in their Names, by one or more Indentures, whereunto he himſelf was and ſhould be alſo party, to demiſe or leaſe all ſuch parts of the ſaid Mannors, or any of them, as have been uſually granted by Court Roll, or demiſed by Leaſe under Old Rents unto any perſon or perſons, for the Term of 21 years abſolute, or for any number of years determinable upon one, two or three Lives in Poſſeſſion, or upon two Lives in Remainder after one Life in Poſſeſſion, or upon one Life in Remainder after two lives in poſſeſſion, rendring the Old Rents and Services for the ſaid reſpective Terms, in purſuance of any Contracts made in the life-time of the ſaid G.S. or to be thenafter made by himſelf, or any employ'd by him, upon ſuch Fines as to the ſaid R.S ſhould ſeem fit, with Covenants to be contained in the ſaid Indentures againſt the reſpective acts; and theſe Indentures ſo made, ſealed and prepared, and every of them, to ſign with the Subſcription of every of the Names of them the ſaid Sir J.A. R.A. and E.A. and the ſame to deliver unto the reſpective Leſſees named in the ſame, as their and every of their acts and deeds, as namely by the ſaid Letter of Attorney more fully and at large appeareth. Now therefore this Indenture Witneſſeth, That the ſaid R.S. in purſuance of the ſaid Agreement between him and the ſaid Sir J. A: R.A. and E.A. upon the granting of the ſaid Letter of Attorney, for himſelf, his Heirs, Executors and Adminiſtrators,

doth

doth covenant, promiſe and grant to and with the ſaid Sir J. A. R. A. and E. A. and every of them, their and every of their Executors and Adminiſtrators by theſe preſents, That he the ſaid R. S. ſhall and will from time to time, and at all times hereafter, within on month after he ſhall be thereunto required, give notice in Writing unto the ſaid Sir J. A. R. A. and E. A. and the Survivors or Survivor of them, of all ſuch Eſtates as by him the ſaid R. S. or any other hath been, or ſhall at any time hereafter be contracted for or agreed to be granted, or that ſhall be leaſed or granted to any perſon or perſons whatſoever, either by Copy of Court-Roll, or by Leaſe in purſuance of, or by vertue of the ſaid Letter of Attorney, and of the Sum and Sums of Money contracted for or agreed, to be paid for the granting or receiving of the ſaid Eſtate or Eſtates, the ſaid notice to be left at the now dwelling Houſe of within five Months after the making of ſuch Contract or Agreement, for any ſuch Leaſe or Leaſes, or the granting or renewing of any ſuch Copyhold Eſtates, if thereunto required as aforeſaid, and alſo that he the ſaid R. S. ſhall and will from time to time, and at all times hereafter, in caſe he doth or ſhall lend forth any the Sum and Sums of Money, which he the ſaid R. S. ſhall receive for Fines, or otherwiſe upon any contract for granting, or renewing any Copyhold or Leaſe hold Eſtates, in or upon the ſaid Premiſſes, or any of them, by force and vertue of the ſaid Letter of Attorney, ſhall lend and put forth the ſame upon good ſecurity, to be taken in the names of the ſaid Sir J. A. R. A. and E. A. and the Survivors or Survivor of them, and of him the ſaid R. S. until the Sum of 20000 *l.* is and ſhall be raiſed by ſuch Fines or Payments,

The Attorny Covenants to give notice to the Truſtee of the Eſtates which he ſhall grant or Leaſe, &c.

If the Attorny lend any Sum of Mony, it ſhall be on good ſecurity in the names of the Truſtees.

The ſecurities to be approved by the Truſtees.

the ſaid ſecurities, to be from time to time approved, by the ſaid Sir J. A. R.A. and E. A. and the Survivors and Survivor of them, until the Sum of 20000 *l.* is, and (hath or ſhall) be raiſed by ſuch Fines or Payments, to be from time to time appointed, by the ſaid Sir J. A. R.A. and E.A. and the Survivors and Survivor of them, and to be ſo continued upon intereſt, until the ſame ſhall become due and payable unto the ſaid J. S. A. S. and E. S. and the Survivors and Survivor of them, reſpectively for their reſpective perſons, and for raiſing of the ſaid Portions, And the ſaid Sir J.A. R. A. and E. A. for themſelves, their Heirs, Executors and Adminiſtrators, do covenant and grant, to and with the ſaid R.S. his Executors and Adminiſtrators, by theſe preſents, that it ſhall and may be lawful to and for the ſaid R. S. his Executors and Adminiſtrators, to receive and take to his and their own uſe and uſes, all ſuch intereſt as ſhall be made of and received, by reaſon of the ſaid Sums or any of them, until the ſaid principal Sums ſhall ſeverally and reſpectively grow due, and be payable unto the ſaid J.S. A. S. and E.S. according to the Limitation and Appointment of the ſaid laſt Will and Teſtament of the ſaid G. S. and alſo that in caſe all the ſaid Daughters of the ſaid G. S. ſhall happen to dye before they or any of them ſhall attain the age of 21 years or be married, that then they or the Survivors or Survivor of them, ſhall and will ſtand and be poſſeſſed of, and in the ſaid ſeveral and reſpective ſecurities, and the principal Moneys due upon and ſecured by the ſame in truſt only for the ſaid R.S. his Executors and Adminiſtrators, and ſhall not nor will revoke the ſaid before mentioned Letter of Attorney, till breach of the Proviſoe hereafter mentioned. Provided always, and

If all the Daughters dye before, &c. then the Truſtees to ſtand poſſeſſed and in Truſt for the Attorney.

and upon Condition, that if he the ſaid R. S. ſhall not from time to time and at all times hereafter, well and truly obſerve, perform and keep all and every the Covenants and Agreements before mentioned, which on his part are to be obſerved, fulfilled and kept according to the true intent and meaning of theſe preſents, that then the ſaid Letter of Attorney before mentioned, and all the Powers and Authorities to him granted, in and by the ſame ſhall ceaſe, determin and be utterly void, any thing herein or in the ſaid Letter of Attorny contained to the contrary in any wiſe notwithſtanding. In witneſs, &c.

A Proviſo to perform Covenants or elſe a Letter of Attorny to be void.

Mortgages.

Mortgages, vide *Aſſignments*.

A Mortgage in Fee by Leaſe and Releaſe. The Leaſe per Annum.

THis Indenture made, &c. Between J. B. of, &c. of the one part, and E. F. of, &c. of the other part, witneſſeth, That the ſaid J. B. for and in Conſideration of the Sum of 5 *s.* of lawful Money of *England*, to him in hand paid by the ſaid E. F. at or before the enſealing and delivery of theſe preſents, the Receipt whereof is hereby acknowledged, Hath granted, bargained and ſold, and by theſe preſents doth grant, bargain and ſell unto the ſaid E. F. All that, &c. and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of the ſaid Premiſſes, and of every part and

Conſideration.

Grant.

Habendum. parcel thereof; To Have and to Hold the ſaid, &c. and all, and ſingular other the Premiſſes with their and every of their Appurtenances, unto the ſaid E. F. his Executors, Adminiſtrators and Aſſigns, from the day next before the day of the date of theſe preſents, for during and unto the full end and Term of one whole year from thence next enſuing, and fully to be compleat and ended: Yielding and paying therefor the Rent of one Pepper-corn, at the Feaſt of the Nativity of our Lord God, if the ſame ſhall be lawfully demanded, To the intent and purpoſe that by vertue of theſe preſents, and of the Statute for transferring of Uſes into Poſſeſſion, the ſaid E. F. may be in the actual Poſſeſſion of all and ſingular the ſaid Premiſſes, and be thereby enabled to accept and take a Grant or Releaſe of the Reverſion and Inheritance thereof, to him and his Heirs upon and under ſuch Proviſoes and Conditions, as in and by one Indenture intended to bear date the day next after the date of theſe preſents, and to be made between the ſaid J. B. of the one part, and the ſaid E. F. of the other part, ſhall be declared concerning the ſame. In witneſs, &c.

Raddendum.

The Releaſe.

THis Indenture made, &c. Between J. B. of, &c. of the one part, and E. F. of, &c. of the other part witneſſeth, That for and in Conſideration of the Sum of, &c. of lawful Money of *England*, to him the ſaid J. B. in hand paid by the ſaid E. F. at or before the enſealing and delivery of theſe preſents, the receipt whereof he the ſaid J. B. doth hereby acknowledge, and thereof, and of every part thereof doth acquit, exone-

Conſideration.

exonerate and diſcharge the ſaid E. F. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe preſents, He the ſaid J. B. hath granted, aliened, releaſed and confirmed, and by theſe preſents doth grant, alien, releaſe and confirm unto the ſaid E. F. his Heirs and Aſſigns, all, &c. (All which ſaid mentioned Premiſſes, now are in the actual Poſſeſſion of him the ſaid E. F. by vertue of one Indenture of Bargain and Sale for a year to him thereof made by the ſaid J. B. by Indenture bearing date the day before the date of theſe preſents, and by force of the Statute for transfering of Uſes into Poſſeſſion,) To Have and to Hold the ſaid, &c. and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid E. F. his Heirs and Aſſigns, to the only proper uſe and behoof of him the ſaid E. F. his Heirs and Aſſigns for ever. Provided always, and theſe preſents are upon this Condition nevertheleſs, That if the ſaid J. B. his Heirs, Executors or Adminiſtrators or any of them, ſhall well and truly pay, or cauſe to be paid unto the ſaid E. F. his Heirs or Aſſigns, at or in the Common Dining Hall of *Grays Inn* in the County of *Middleſex*, and the full Sum of, &c of lawful Money of *England*, at or upon the, &c. next enſuing the date hereof, without any Deduction or Abatement out of the ſame, for or in reſpect of any Taxes, charges or other matter or thing whatſoever, That then and from thenceforth this preſent Indenture and the Eſtate hereby made ſhall ceaſe and determin, and that then alſo, he the ſaid E. F. his Heirs and Aſſigns, ſhall and will at the requeſt and coſts and charges of the ſaid J. B. or his Heirs, by good and ſufficient conveyances and aſſurances in Law, reconvey and aſſure unto the ſaid

Grant.

Habendum.

Proviſo.

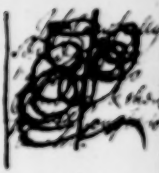
Upon payment according to *Proviſo*, Grantee to Reconvey.

J. B. his Heirs and Aſſigns, all and ſingular the ſaid Lands, Hereditaments and Premiſſes hereby mentioned to be granted, releaſed and confirmed and every part thereof, and all his and their Eſtate, Right, Title and Intereſt, in and to the ſame, diſcharged of all Incumbrances by him or them, or by any other perſon or perſons, claiming under him or them committed, done or ſuffered in the mean time, And the ſaid J. B. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe, grant and agree to and with the ſaid E. F. his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid J. B. his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid E. F. his Heirs or Aſſigns, the ſaid Sum of, &c. at the day and time, and at the place of payment aforeſaid, without any Deduction or Abatement out of the ſame, or any part thereof as aforeſaid, according to the Tenor, effect and true meaning of the above written Proviſoe or Condition, and in diſcharge of the ſame without Fraud or Covin. And the ſaid J. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant, promiſe and grant to and with the ſaid E. F. his Heirs and Aſſigns, by theſe preſents in manner and form following; (that is to ſay,) That he the ſaid J. B. now is, and ſtandeth lawfully and abſolutely ſeized of and in the ſaid Lands, Hereditaments and Premiſſes and every part thereof, of a good, ſure, abſolute and indefezible Eſtate of Inheritance in Fee-ſimple, without any Condition, Truſt, Power of Revocation or Limitation of any uſe or uſes, or any other matter or thing whatſoever, to alter, change, charge, determin, defeat or incumber

Covenant that Mortgagor will pay, &c.

Covenant that Grantor is ſeized, and hath power to grant, &c.

cumber the ſame; And that he the ſaid J.B. hath now in himſelf full power, good right, and lawful and abſolute authority to grant, ſell, alien and releaſe the ſame and every part thereof, unto the ſaid E. F. his Heirs and Aſſigns in manner and form aforeſaid, according to the true intent and meaning of theſe preſents. And further, That if default ſhall happen to be made in payment of the ſaid Sum of, &c. or any part thereof, contrary to the Tenor of the above written Proviſoe and Covenant, That then it ſhall and may be lawful to and for the ſaid E. F. his Heirs or Aſſigns into the ſaid Lands, Hereditaments and Premiſſes, and every part thereof to enter, and the ſame from thenceforth peaceably and quietly to hold and enjoy, and the Rents, Iſſues and Profits thereof, receive and take to his and their own proper uſes and behoofs for ever, without any manner of denial, let, ſuit, trouble, interruption, recovery or eviction of or by the ſaid J. B. his Heirs or Aſſigns or any of them, or of any other perſons or perſon whatſoever, And that freed and diſcharged, or otherwiſe by the ſaid J. B. his Heirs, Executors or Adminiſtrators ſaved harmleſs, and kept indemnified, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Uſes, Wills, Entails, Joyntures, Dowers and Titles of Dower, Statutes, Recognizances, Debts, Judgments, Extents, Executions and of and from all other charges, Eſtates, Titles, Troubles and Incumbrances whatſoever. And further, That the ſaid Lands, Hereditaments and Premiſſes hereby granted, releaſed and confirmed or meant, mentioned or intended to be hereby releaſed granted, and confirmed, now are and ſhall continue of the clear yearly value of, &c. over and above all Taxes, Charges and Reprizes. And moreover



After default of payment, &c. Grantee to enter and take profits, &c.

Freed from all Incumbrances.

That Premiſſes are and ſhall continue of ſuch yearly value.

After default of payment Grantor to enjoy against all persons claiming, &c. to make further assurance.

ver, That if default shall be made in payment of the said Sum of, &c. or any part thereof contrary to the Tenor of the above written Proviſoe and Covenant in that behalf, That then he the said J. B. and his Heirs, and all and every person and persons, any Estate having or lawfully claiming of into or out of the Premisses or any part thereof, shall and will at the request, costs and charges of the said E. F. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed all such further Act and Acts and assurances in the Law whatsoever, for the further, more perfect and absolute conveying and assuring the said Lands, Hereditaments and Premisses, and every part and parcel thereof, unto the said E. F. his Heirs and Assigns, discharged of the Proviſoe or Condition aforesaid, as by him the said E. F. his Heirs and Assigns, his and their Councel learned in the Law shall be reasonably devised, advised or required. And lastly, It is concluded and agreed by and between the said parties to these presents, And the said E. F. for himself, his Heirs and Assigns, doth covenant, promise, grant and agree to and with the said J. B. his Heirs, Executors, Administrators and Assigns, by these presents in manner and form following; (that is to say,) That he the said E. F. his Heirs and Assigns, shall and will permit and suffer the said J. B. his Heirs and Assigns, peaceably and quiety to hold and enjoy the said Lands, Hereditaments and Premisses hereby granted, and every part thereof, and to receive, take and enjoy the Rents and Profits thereof, to his and their own use and uses, during and until breach of the above written Proviſoe or Condition, without any lawful let, suit, trouble, interruption, recovery, eviction or disturbance of or by the

Grantor to enjoy till default of payment, &c.

the ſaid E. F. his Heirs or Aſſigns, or of or by any other perſon or perſons, claiming by, from or under him or them, or by his or their title, act, means, conſent or procurement. In witneſs, &c.

A Mortgage for 500 years, with a Covenant for Levying a Fine for Confirmation of the Eſtate and Term, after the determination of the Mortgage, the uſe of the Fine limited to Mortgagee to ceaſe, and be to the uſe of the Mortgager and his Heirs.

THis Indenture made, &c. Between J. S. of, &c. of the one part, and W. S. and R. S. of the other part, Witneſſeth, That for and in Conſideration of the Sum of, &c. of lawful Money of *England*, to him the ſaid J. S. in hand paid by the ſaid W. S. and R. S. before the ſealing and delivery of theſe preſents, the receipt and payment whereof the ſaid J. S. doth by theſe preſents acknowledge, and thereof and of every part and parcel thereof, doth clearly acquit, releaſe and diſcharge the ſaid W. S. and R. S. and either of them, their reſpective Executors, Adminiſtrators and Aſſigns, by theſe preſents, He the ſaid J. S. Hath demiſed, granted, bargained and ſold, and by theſe preſents doth demiſe, grant, bargain and ſell unto the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, all that, &c. together with all and ſingular Meſſuages, Cottages, Edifices, Buildings, Barns, Stables, Out-houſes, Orchards, Gardens, Meadows, Leaſows, Paſtures, Feedings, Woods, Under-woods, Waters, Watercourſes, Commodities, Profits, Emoluments and Hereditaments whatſoever, to the ſaid Meſſuages, Hereditaments and Premiſſes belonging or appertaining

Conſideration.

Grant.

pertaining, or to or with the ſame uſed, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Premiſſes, and of every part thereof, together with the Rents thereunto incident and belonging; To Have and to Hold the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes, with their and every of their appurtenances, unto the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns from henceforth, unto the full end and term of 500 years next enſuing, and fully to be compleat and ended, without impeachment of or for any manner of Waſte; Yielding and paying therefore yearly, during the ſaid Term, the Rent of one Pepper-corn at the Feaſt of, &c. only, if the ſame be lawfully demanded. And it is covenanted, concluded and agreed by and between the ſaid parties to theſe preſents; and the ſaid J. S. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid W.S. and R. S. their Heirs and Aſſigns by theſe preſents, That he the ſaid J. S. ſhall and will on this ſide and before the end of *Michaelmas* Term next enſuing the date hereof, in due form of Law, levy and ackowledge before His Majeſties Juſtices of the Court of Common-Pleas at *Weſtminſter*, or before ſome other perſon or perſons in that behalf lawfully authorized one, or more Fine or Fines *Sur Conuſans de droit come ceo, &c.* with Proclamations thereupon to be had and made according to the uſual courſe of Fines with Proclamations for aſſurance of Lands in ſuch caſes uſed, and the form of the Statute in that behalf made and provided, unto the ſaid W. S. and R. S. and their Heirs, or the Heirs of one

Habendum.

Reddendum.

Covenant for Levying a Fine.

one of them, of all the ſaid, &c. and all and ſingular other the Premiſſes herein before demiſed, granted, bargained and ſold, or meant, mentioned or intended to be hereby demiſed, granted, bargained and ſold, and of every part and parcel thereof, with their and every of their appurtenances, in the ſaid Fine or Fines, to be by the Name or Names of, &c. or by ſuch other convenient name or names, additions, deſcriptions, quantities, qualities, contents and numbers of Acres, or otherwiſe, in ſuch manner and form as by them the ſaid W. S. and R. S. or either of them, their or either of their Heirs or Aſſigns, or any of them, or their or any of their Counſel learned in the Law, ſhall be thought fit and convenient. And it is declared and agreed by and between all the ſaid parties to theſe preſents, and in particular the ſaid J. S. doth for himſelf, his Heirs and Aſſigns, declare and agree, That the ſaid Fine, ſo as aforeſaid or in any other manner to be had and executed, and all and every other Fine and Fines, Conveyances and Aſſurances had and executed by and between the ſaid parties to theſe preſents, or any of them, of the ſaid Lands and Premiſſes, and every part and parcel thereof ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken to be and enure, and are meant and intended and hereby declared to be and enure, And the ſaid W. S. and R. S. Cognizees in the ſaid Fine, and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Premiſſes, and every part thereof, with their appurtenances, to the uſe and behoof of them the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, for and during all the ſaid term of 500 years, for the better, more perfect and abſolute confirmation, corroboration, ſtrengthning and ſecurity of the ſaid Term and Eſtate hereby granted,

Uſe of Enrolment of a Fine.

granted, and every part thereof, during the ſaid Term of 500 years herein before mentioned and expreſſed, and from and after the expiration or other determination of the ſaid Term of 500 years herein before mentioned, to the only uſe and behoof of the ſaid J. S. his Heirs and Aſſigns for ever, and to no other uſes, intents or purpoſes whatſoever. Provided always, and upon this Condition nevertheleſs, That if he the ſaid J.S. his Heirs, Executors or Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, the full Sum of, &c. of lawful Money of *England*, at or upon the, &c. which ſhall be in the year of our Lord God, &c. without making or demanding any deduction or abatement of or by reaſon of any Taxes, Charges or Payments iſſuing out of, or charged or impoſed on the Premiſſes, or any part or parcel thereof, or upon the ſaid Sum of, &c. by any Act or Acts of Parliament made or to be made, or otherwiſe howſoever, that then and from thenceforth this preſent Indenture and the Eſtate and Term hereby granted, and the ſaid uſe of the ſaid Fine or Fines ſo covenanted to be levied as aforeſaid, before limited to them the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 500 years, for the confirmation and better ſecurity of the ſaid Eſtate and Term in the Premiſſes hereby granted or mentioned, or intended to be granted, ſhall ceaſe, determine and be utterly void, any thing herein contained to the contrary in any wiſe notwithſtanding. And the ſaid J. S. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe, grant and agree to and with the ſaid W. S. and R. S.

Proviſo, That upon payment of a Sum of Money, this Indenture and the Eſtate and uſe of the Fine limited, as afore, ſhall ceaſe, &c.

Covenant, That the Grantor is lawfully ſeiſed, &c. and hath power to grant.

R.S. their Executors, Administrators and Assigns, and to and with every of them by these presents, in manner and form following; (That is to say) That he the said J.S. at the time of the ensealing and delivery hereof, is the very true lawful and rightful Owner of all and singular the said Lands, Hereditamants and Premisses herein before meant, mentioned or intended to be hereby demised, granted, bargained and sold, with their appurtenances, and every part and parcel thereof, and now is and standeth lawfully seized of all and singular the said Lands, Hereditaments and Premisses, with their and every of their appurtenances, and of every part and parcel thereof, of a good, sure, lawful, absolute and indefeazible Estate of Inheritance in Fee-simple, without any manner of Condition or limitation of any Uses, power of Revocation or other matter or thing whatsoever, of or in any person or persons, to alter, change, charge, encumber or determine the same. And also, That he the said J. S. now hath in himself good right, full power and absolute Authority to demise, grant, bargain and sell all and singular the said Lands, Hereditaments and Premisses, and every part and parcel thereof unto the said W. S. and R.S. their Executors, Administrators and Assigns, for and during the said Term of 500 years, in manner and form as aforesaid. And that they the said W.S. and R.S. their Executors, Administrators and Assigns, in case any default or failure shall be made in payment of the said Sum of, &c. or any part thereof, at the days and times in the said Proviso mentioned for payment of the same, contrary to the true intent and meaning of the said Proviso or Condition, shall and may peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Lands, Hereditaments,

After default of payment, &c. Grantees to enter and take Profits without interruption, &c.

ditaments and Premiſſes herein before-mentioned, and every part thereof, with their and appurtenances, and ſhall or lawfully may have, receive and take all and ſingular the Rents, Iſſues and Profits of every part thereof to his and their own proper uſe and uſes, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid Term of 500 years, without any manner of let, ſuit, trouble, denial, eviction, moleſtation, interruption, diſturbance or demand of or by the ſaid J. S. his Heirs, Executors, Adminiſtrators or Aſſigns, or by any other perſon or perſons whatſoever, and that free and and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Joyntures, Dowers, Uſes, Wills, Entails, Statutes, Recognizances, Judgments, Extents, Executions, Claims, Duties, Debts, and of and from all other Eſtates, Titles, Charges, Truſts, Troubles, Incumbrances and Demands, had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by the ſaid J. S. or any other perſon or perſons whatſoever, The Rents and Services from henceforth to grow due and payable to the Chief Lord and Lords of the Fee or Fees of the Premiſſes, in reſpect of his or their Seigniory or Seigniories excepted and fore-prized. And the ſaid J.S. doth further, for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid W.S. and R.S. their Executors, Adminiſtrators and Aſſigns, by theſe preſents, That he the ſaid J. S. his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid W. S. and R. S. their Executors, Adminiſtrators or Aſſigns,

Freed from Incumbrances.

Except Quit-Rents and Services to the Lords, &c.

Covenant for payment of Money according to the *Proviſo*.

Aſſigns, the ſaid Sum of, &c. and every part thereof, at the day and time above-limited for payment of the ſame, according to the true intent and meaning of theſe preſents. And that in caſe default ſhall happen to be made in payment thereof, or any part thereof, contrary to the true intent of the Proviſo or Condition herein before-mentioned, and at the day and time therein appointed for payment of the ſame, That then he the ſaid J. S. his Heirs, Executors and Adminiſtrators, all and every other perſon and perſons, having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Title or Intereſt in Poſſeſſion or Reverſion, in or to the ſaid Premiſſes, or any part thereof, ſhall and will from time to time, and at all times from and after ſuch default as aforeſaid, at the requeſt, coſt and charges of the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, do, make, perform, levy, execute and ſuffer, or cauſe and procure to be made, done, performed, levied, executed and ſuffered all and every ſuch other and further act and acts, devices and aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute, granting, confirming and aſſuring of the ſaid Lands, Hereditaments and Premiſſes, and every part and parcel thereof, with the appurtenances, unto the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid Term of 500 years herein before-mentioned, as by them the ſaid W. S. and R. S. their Executors, Adminiſtrators or Aſſigns, or their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. And laſtly, It is agreed by and between the ſaid Parties to theſe

Grantor and all perſons claiming after default of payment, &c. to make further Aſſurance.

Grantor to enjoy till default of payment.

theſe preſents, That it ſhall and may be lawful to and for the ſaid J. S. his Heirs and Aſſigns, to receive and take the Rents, Iſſues and Profits of all and ſingular the Premiſſes, and of every part and parcel thereof, to his and their own proper uſe and uſes, until default ſhall happen to be made of or in payment of the ſaid Sum of, &c. or any part thereof, contrary to the true meaning of theſe preſents, without any ejectment, trouble or interruption of or by the ſaid W. S. and R. S. their Executors, Adminiſtrators and Aſſigns, or any of them. In witneſs, &c.

A Grant of Fee-farm Rents in a Mortgage.

THis Indenture made, &c. Between E. G. of, &c. of the one part, and R. C. of, &c. of the other part. Whereas the late King *James*, by his Letters Patents bearing date the, &c. in the, &c. (amongſt other things) did grant to F. P. and R. M. their Heirs and Aſſigns for ever, all that the Rectory and Church of K. in the County of L. with its rights, members and appurtenances whatſoever, by the particular thereof, of the Annual Rent of, &c. and the Advowſon, Donation, free Diſpoſition and Right of Patronage of the Vicaridge of the Pariſh Church of K. aforeſaid, to the ſaid Rectory of K. belonging, appertaining, appendant or incumbent; To be holden of the aforeſaid late King, his Heirs and Succeſſors, as of his Mannor of *Eaſt Greenwich* in, &c. in Free and Common Socage, rendring therefore yearly to the ſaid King, his Heirs and Succeſſors, at the Feaſt of, &c. by even and equal portions, by Fee-farm Rent or yearly Rent of, &c. And whereas the ſaid late King *James*, by his Letters Patents bearing date the, &c. (amongſt other things) did grant to the ſaid F. P. and

Recital of the King's Grant.

and R. M. their Heirs and Aſſigns for ever, All the Rectory and Church of, &c. in the County of, &c. with all and ſingular its Rights, Members and Appurtenances whatſoever, by the particular thereof, of the annual Rent or value of, &c. iſſuing out of the Rectory, and yearly paid to the Arch Deacon of L. and his Succeſſors, for a perpetual Procuration and Synodal, And the advowſon, donation, diſpoſition and right of Patronage of the Vicarage of the Pariſh Church of D. aforeſaid, to the ſaid Rectory of D. belonging, appertaining, incident or incumbent, To be holden of the aforeſaid late King, his Heirs and Succeſſors, as of his Mannor of, &c. in Fee and common ſoccage, rendring therefore yearly at the Feaſt of, &c. by equal portions, the Fee-farm Rent or yearly Rent of, &c. And it is mentioned in the particular thereof, that there was yearly payable out of the ſaid Rectory of D. by the Fee Mannor of the ſaid Rectory to the Arch Deacon of *Lincoln*, the yearly Sum of, &c. And whereas the ſaid late King *James* by Letters Patents, bearing date the, &c. (amongſt other things) Did grant to the ſaid F. P. and R. M. their Heirs and Aſſigns forever, all that the, &c. in common, &c. with its rights, members and Appurtenances whatſoever: And all Houſes, Edifices, Structures, Barns, Stables, Dove-houſes, Orchards, Pomaries, Gardens, Lands, Meadows, Feedings, Paſtures, Glebe Lands, Tithes of Grain, Lambs and Hay, and other Tithes as well great as ſmall, And alſo Oblations, Obventions, Fruits, Profits, Commodities, Emoluments and Hereditaments whatſoever, ſituate and being, growing or renewing in the Towns, Fields, Pariſhes or Hamblets of, &c. or in any or either of them, in the ſaid County of L. to the ſaid Rectory of L. otherwiſe G. in any manner be-

longing or appertaining by particular thereof, of the annual Rent of, &c. to be holden of the ſaid late King, his Heirs or Succeſſors, as of his Mannor of Eaſt *Greenwich*, in the County of, &c. in free and common Soccage, Rendring therefore yearly at the Feaſts of, &c. by equal Portions, the Fee-farm Rent or yearly Rent of, &c. as by the particulars of the Premiſſes certified to the Truſtees by the Acts of Parliament, authorized under the hand of T. P. Auditor, according to the direction of the ſaid Acts, and remaining with the Regiſter of the ſaid Truſtees, and as by the ſaid ſeveral Letters Patents, relation being to them reſpectively had may more at large appear, And which ſaid ſeveral yearly Rents, and Fee-farm Rents, iſſuing out of the ſaid Rectory of D. and every of them were by Deed Indented, bearing date the, &c. made by T. C. E. C. C. C. R. L. and N. L. ſome of the Truſtees appointed by the ſaid ſeveral Acts of Parliament granted and conveyed to the ſaid E. G. his Heirs and Aſſigns for ever, as in and by the ſaid recited Deed Indented, Inrolled in the publick Exchequer, remaining in the cuſtody of the ſecond Remembrancer of the ſaid Exchequer, relation being thereunto had may more at large appear. And whereas the ſaid late King *James* by his Letters Patents dated, &c. did grant to R. S. his Heirs and Aſſigns in Fee-farm for ever, all that, &c. paying yearly at the Feaſts of, &c. the Fee-farm Rent or yearly Rent of, &c. As by the particular thereof certified to the ſaid Truſtees, by the Hand of T. H. Deputy Auditor, according to the direction of the ſaid Acts, and remaining with the Regiſter to the ſaid Truſtees, and as by the ſaid Letters Patents, relation being thereunto had may more

at

at large appear; And which ſaid yearly Rent or Fee-farm Rent of,&c. was by Deed indented, bearing date the,&c. made by N.S. J.S. R.S. J.H. ſome of the ſaid Truſtees granted and conveyed to the ſaid E. G. his Heirs and Aſſigns forever, as by the ſaid Deed Inrolled as aforeſaid may appear. Now this Indenture witneſſeth, That the ſaid E. G. for and in Conſideration of the Sum of, &c. of lawful Money of *England*, to him in hand at or before the enſealing and delivery of theſe preſents, by the ſaid R. C. well and truly paid, the Receipt whereof he the ſaid E. G. hereby acknowledgeth, and thereof, and of every part and parcel thereof acquitteth and diſchargeth the ſaid R. C. his Heirs, Executors and Adminiſtrators for ever by theſe preſents, Hath granted, bargained, ſold, demiſed and to Farm-letten, And by theſe preſents doth for himſelf, his Heirs and Aſſigns, bargain, ſell, demiſe and to Farm-let unto the ſaid R. C. the aforeſaid Fee-farm Rents, or yearly Rents of, &c. and every of them, by and upon the ſaid Letters Patents ſeverally reſerved; And the ſaid ſeveral recited Deeds indented, granted as aforeſaid, And all Penalties, Benefits of Forfeitures, *Nomine pœnæ*, Diſtreſſes, Powers and Conditions of Reentry or Re-detainers by the aforeſaid Letters Patents, or any of them reſerved, for or by reaſon thereof or incident or belonging thereto; And all Liberties, Powers, Actions, Suits, Ways and Means for the recovery of the ſaid yearly Rents and Premiſſes, and every or any of them, by reaſon or vertue of the ſaid Acts of Parliament, or any of them or the ſaid Letters Patents, or any covenant, grant or reſervation, proviſion or conditions therein mentioned or contained, or by vertue of the ſaid ſeveral Deeds made by the ſaid Truſtees as aforeſaid, or any thing therein contained,

The grant of the Premiſſes ſeveraly recited.

tained, and all other Liberties, Priviledges, Advantages, Commodities and Appurtenances whatſoever, which the ſaid E.G. his Heirs or Aſſigns, or any other perſon or perſons to his or their uſe, may have or claim by vertue of the ſaid Letters Patents or Deeds Indented, or by the ſaid Acts of Parliament or any other ways whatſoever; And all the Right, Title, Power, Intereſt, Claim and Demand whatſover, of the ſaid E. G. his Heirs or Aſſigns, or any other perſon or perſons to his or their uſe, may have or claim by vertue of the ſaid Letters Patents and Deeds Indented, or by the ſaid Acts of Parliament, or by any other ways or means whatſoever, And all the Right, Title, Power, Intereſt, Claim and Demand whatſoever of the ſaid E. G. his Heirs and Aſſigns, of and to the ſaid ſeveral yearly Rents, iſſuing and payable as aforeſaid, together alſo with the ſame Deeds; To Have and to Hold the aforeſaid ſeveral Rents or Fee-farm Rents hereby granted, bargained and ſold, and every part and parcel thereof reſerved and payable as aforeſaid, And all Penalties, Benefit of of Forfeitures *Nomine pœnæ*, Advantages of Diſtreſs, Liberties and Powers to Diſtrain, and to Deliver, Sell and Diſpoſe of the ſame, And all Powers and Conditions or Re-entry for Non-payment of the ſaid ſeveral Rents, and all Actions, Suits, Ways and Means for recovery of the aforeſaid hereby granted ſeveral Rents by reaſon or by vertue of the aforeſaid Acts of Parliament, or of any of them or of the ſaid Letters Patents, or of any grant, covenant or reſervation, proviſion or condition herein contained, or of the ſaid Deeds Indented together with the ſame Deeds, to the ſaid R. C. his Executors, Adminiſtrators and Aſſigns, To the only uſe and behoof him the ſaid R. C. his Executors, Adminiſtra-

Habendum.

niſtrators and Aſſigns, from the Feaſt of, &c. laſt paſt, before the date hereof, unto the end and Term of One thouſand years from thence next enſuing, and fully to be compleat and ended, in as full large and ample manner and form, to all intents and purpoſes whatſoever, as the ſaid E. G. his Heirs or Aſſigns, might, could or ought to have had received or enjoyed the ſame by vertue of the ſaid Letters Patents, Acts of Parliament, Deeds Indented, or any other Act, Law, Ordinance or means whatſoever: Yielding and paying therefore yearly during the ſaid Term of 1000 years, to the ſaid E. G. his Heirs and Aſſigns, one Pepper-corn at the Feaſt of, &c. if the ſame ſhall be lawfully demanded. And alſo the ſaid E. G. for himſelf, his Heirs Executors, Adminiſtrators and Aſſigns, Doth covenant and grant to and with the ſaid R. C. his Executors, Adminiſtrators and Aſſigns, by theſe preſents in manner following; (that is to ſay,) That he the ſaid R. C. his Executors, Adminiſtrators and Aſſigns, under and according to the Proviſoes and Conditions herein mentioned, ſhall and may during the Term hereby granted, peaceably and quietly, have, hold, poſſeſs and enjoy all and every the ſaid Fee-farm Rents and Premiſſes hereby bargained and ſold, or meant, mentioned or intended to be hereby bargained and ſold, with the Appurtenances, without the let, ſuit, trouble, denial or interruption of the ſaid E. G. his Heirs, Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons, free and clear, or otherwiſe freely and clearly acquitted and diſcharged by the ſaid E. G. his Heirs, Executors, or Aſſigns, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Annuities, Rents-charge, Rents-ſeck, Joyntures, Dowers, Thirds, Wills, Entails, Statutes, Recog-

Reddendum.

Covenant for quiet enjoyment.

nizances, Judgments, Extents, Executions, Exigents, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever. Provided always nevertheleſs, and upon Condition, That if the ſaid E. G. his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the ſaid R.C. his Executors, Adminiſtrators and Aſſigns, the Sum of, &c. of lawful Money of *England*, on the, &c. That then and from thenceforth the Grant, Bargain, Sale and Demiſe hereby made of the Fee farm Rent and Premiſſes ſhall be utterly void and of none effect, And the ſaid recited Deeds Indented made by the ſaid Truſtees, as aforeſaid, reſtored and redelivered to the ſaid E. G. his Heirs or Aſſigns, upon his or their reaſonable demand thereof, ſafe and uncancelled: And alſo upon the like demand, this preſent Deed Indented and Counterpart hereof, and one Obligation of the date hereof of, &c. made by the ſaid E. G. to the ſaid R. C. for payment of, &c. on the day of payment thereof aforeſaid, and according to this Proviſo or Condition, ſhall mutually be yielded up and uncancelled. Provided alſo, That while and until default ſhall be made in payment of the ſaid Sum of, &c. contrary to the ſaid Condition, it ſhall and may be lawful to and for the ſaid E. G. her Heirs and Aſſigns, to his and their own uſe, to have, take, receive and enjoy the ſaid Fee farm Rents or Yearly Rents, and every of them, without the let or denial of the ſaid R. C. his Heirs, Executors or Aſſigns. And laſtly, It is agreed that the ſaid place for payment of the ſaid, &c. on the ſaid, &c. ſhall be at or in the now Dwelling-houſe of N. W. &c. in *Weſt-Smithfield*, *London*. In witneſs, &c.

Proviſo.

A Mortgage or Grant of Lands for 500 years, on Condition, That if Mortgagor pay Mortgagee a yearly Rent during Mortgagees Life, or such an entire Sum, then the Grant to be void.

THis Indenture made, &c. Between Sir R. D of G. in the County of L. Baronet, on the one part, and E. B. of, &c. in the County of, &c. on the other part, Witneſſeth, That the ſaid Sir R. D. for and in Conſideration of the Sum of 10 *s.* of good and lawful Money of *England*, to him in hand paid by the ſaid E. B. before the ſealing and delivery of theſe preſents, the receipt whereof he doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid E. B. his Executors and Adminiſtrators by theſe preſents, And for other good Conſiderations him thereunto moving, hath demiſed, granted, bargained, ſold and to Farm-letten, and by theſe preſents doth, demiſe, grant, bargain, ſell and to Grant. Farm-let unto the ſaid E. B. his Executors and Adminiſtrators, all that piece or parcel of arable Land, Meadow or Paſture-ground, with the appurtenances, commonly called or known by the name of the *High-Park*, and all that piece of Arable, Meadow or Paſture-ground, called or known by the name of the L. Cloſe, ſituate, lying and being within the Town, Hamlet, Pariſh or Mannor of G. near L. reputed or taken as part, parcel or member thereof, in the ſaid County of L now in the tenure or occupation of A. C. his Aſſigns or Under-tenants, together with all and ſingular Hedges, Hedge-rows, Fences, Ditches, Mounds, Paths, Paſſages, Eaſments, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, to the ſaid ſeveral parcels of Ground belonging or in any wiſe

appertaining or reputed, or taken as part or parcel of the ſame, and the Reverſion and Reverſions, Remainder and Remainders of the ſaid premiſſes, and all yearly and other Rents and Profits whatſoever reſerved upon any demiſe made of the ſame or of any part of them,

Habendum. To Have and to Hold the ſaid ſeveral parcels of Arable, Meadow or Paſture-ground before mentioned and intended to be hereby demiſed, bargained and ſold, with their and every of their appurtenances, unto the ſaid T. D. his Executors, Adminiſtrators or Aſſigns, for and during the the Term of 500 years from henceforth next enſuing, and fully to be compleat and ended, without Impeachment of or for any manner of

Reddendum. Waſte; Yielding and paying therefore yearly during the ſaid Term, the Rent of one Peppercorn only on the Feaſt-day of St. *Michael* the Archangel, if the ſame ſhall be lawfully demanded.

Proviſo. Provided always and upon Condition nevertheleſs, That if the ſaid Sir R. D. his Heirs or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the ſaid E. B. or his Aſſigns, the yearly Rent or Sum of, &c. of good and lawful money of *England*, for and during ſo many years of the ſaid Term, as the ſaid T. D. ſhall happen to live at two Feaſts or Days of payment in the year; (That is to ſay,) The Feaſt of the Nativity of St. *John Baptiſt*, and the Birth of our Lord, by equal portions, the firſt payment to begin on the Feaſt of the Nativity of St. *John Baptiſt* next enſuing the date of theſe preſents, That then this preſent Indenture, &c. Provided alſo and upon Condition, That if the ſaid Sir R. D. his Heirs, Executors or Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid E. B. or his Aſſigns, the full and juſt Sum of, &c. of good and lawful Money

of

of *England*, at one entire payment at any time, during the Natural life of the ſaid T. D. that then alſo this preſent Indenture and the Eſtate hereby made, ſhall ceaſe, determine and be utterly void, any thing herein contained to the contrary in any wiſe notwithſtanding. And the ſaid Sir R.D. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid T. D. his Executors and Adminiſtrators by theſe preſents, That he the ſaid Sir R. D. his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid T. D. or his Aſſigns, the ſaid yearly Rent or Sum of, &c. of good and lawful Money of *England*, until the ſaid Sum of, &c. ſhall be truly paid and ſatisfied unto the ſaid T.D. or his Aſſigns, by the ſaid Sir R. D. his, &c. according to the true intent and meaning of theſe preſents. And alſo, That he the ſaid Sir R.D. now is and ſtandeth lawfully and abſolutely ſeized of and in the ſaid ſeveral parcels of Grounds and Premiſſes before-mentioned, with their appurtenances, of a good, perfect, abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple. And that he now hath good right, full power and authority to demiſe, bargain and ſell the ſame, and every part thereof, unto the ſaid T. D. and his Aſſigns, according to the true intent and meaning of theſe preſents; And that it ſhall and may be lawful to and for the ſaid T. D. and his Aſſigns, from and after the breach of the Proviſo before-mentioned, To have, hold and enjoy the ſaid parcels of Ground and Premiſſes, with their Appurtenances, free and clear, and freely acquitted and diſcharged of and from all former and other Gifts, Grants, Bargains, Sales, Leaſes, Judgments, Statutes, Extents

Covenant for payment.

Granter is ſeized.

tents, Executions, and all former and other Titles, Troubles, Charges and Incumbrances whatſoever, done or ſuffered by him the ſaid R.D. or by any other perſon or perſons lawfully claiming from, by or under him, one Leaſe of the ſaid Mannor of G. together alſo with the ſaid ſeveral parcels of Arable Meadows and Paſture-ground, in and by theſe preſents before-mentioned to be demiſed, bargained and ſold for the Term of years, made by the ſaid Sir R.D. by Indenture bearing date the, &c. day of,&c. in the year,&c. unto A. C. his Executors, Adminiſtrators and Aſſigns, at and under the yearly Rent in the ſaid Indenture reſerved, which ſaid Rent proportionably, as for the ſaid parcels of Ground and Premiſſes before-mentioned to be hereby demiſed, ſhall (from and after breach made of the Proviſo before expreſſed) be due and payable unto the ſaid T. D. and his Aſſigns, only excepted and foreprized. In witneſs, &c.

Exception of a Leaſe for years

A Mortgage or Conditional Aſſignment of a Leaſe for years, granted by the Queen.

THis Indenture made, &c. Between J. H. on the one part, and H.B. of,&c. in the County of, &c. on the other part. Whereas by Indenture bearing date, &c. Between the moſt High and Excellent Princeſs *Catherine* Queen of *England*,&c. D.H. of, &c. P.C. W.B. H.C. J.H. and W.M. on the one part, and the ſaid J.H. on the other part; The moſt Excellent Princeſs Queen *Catherine*, of her ſpecial Grace, certain Knowledge and meer Motion, and the ſaid D.H. P.C. W.B. H.C. J.H. and W.M. by Warrant and Command of the ſaid moſt Excellent Princeſs Queen

Recital of the Leaſe.

Queen *Catherine*, teſtified by her Joyning in the ſaid Indenture, for the Conſideration and under the yearly Rent, Covenants, Exceptions and Agreements therein mentioned and reſerved, did leaſe, ſet and to Farm-let unto the ſaid J. H. his Executors, Adminiſtrators and Aſſigns, all that the Bailywick or Mannor of W. in the County of M. mentioned by a particular thereof, to be of the yearly Rent or value of, &c. And alſo all Houſes, Meſſuages, Buildings, Lands, Tenements and Hereditaments whatſoever, and all Rents and other Profits in W. aforeſaid, being parcel or reputed to be parcel of the Bailywick or Mannor of W. and parcel of her ſaid Majeſties Joynture, and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Premiſſes, and all Rents and Services reſerved upon any Demiſe or Leaſe of the ſaid Premiſſes, or any part or parcel thereof, (Excepting always out of the ſaid Leaſe, &c.) To Have and to *Habendum.* Hold the ſaid Bailywick or Mannor and Premiſſes in the ſaid Indenture mentioned, and intended to be thereby leaſed, with their and every of their Appurtenances, (Except as in the ſame Indenture is excepted) unto the ſaid J. H. his Executors, Adminiſtrators and Aſſigns, from the Feaſt of S. *Michael*, which ſhould be in the Year of our Lord, &c. for and during and unto the full end and Term of, &c. from thence next enſuing and fully to be compleat and ended, under ſuch yearly Rents, Covenants, Conditions and Agreements from and after the commencent of the ſame Term, and to be payable, paid and performed in ſuch manner and form as in the ſame Indenture is reſerved, limited and declared, as in and by the ſaid Indenture, relation being thereunto had, more at large may appear. Now this Indenture Witneſſeth, That the ſaid J. H. for and

in

Consideration. in Consideration of the Sum of,&c. of good and lawful Money of *England*, to him well and truly in hand paid by the said H. B. before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said H. B. his Executors and Administrators; And for other good Considerations him thereunto moving,

Grant. Hath demised, bargained, sold, assigned and set-over, and by these presents doth demise,bargain, sell, assign and set-over unto the said H. B. his Executors and Administrators, all that the said Bailywick or Mannor of W. and all other the Messuages, parcels of Ground, Lands, Tenements, Hereditaments and Premisses in the said recited Indenture mentioned, and intended to be hereby assigned, with their Rights, Members and Appurtenances, (Except as in the same Indenture is excepted) And the Reversion and Reversions, Remainder and Remainders of the said Premisses, and all yearly and other Rents and Profits reserved upon any Demise or Grant made of the same, or of any of them; And all the Estate, Right, Title, Interest, Term of years, Claim and Demand whatsoever of him the said J. H. of, in and to the same, by force and virtue of the said recited Indenture or otherwise,

Habendum. together with the said Indenture; To Have and to Hold the said Bailywicks,or Mannor, Messuage, Lands and Premisses in the said Indenture mentioned and intended to be hereby Assigned, with their and every of their Appurtenances, together with the same Indenture (except as therein is excepted) unto the said H. B. his Executors, Administrators and Assigns, from the said Feast day of St. *Michael* the Archangel, which shall be in the year of our Lord, &c. for and during and unto the full end of the said Term of,

of, &c. years from thence next enſuing, fully to be compleat and ended, ſubject to and under the yearly Rents, Covenants, Conditions and Agreements, in the ſaid Indenture reſerved and mentioned. Provided always, and upon Condition that if the ſaid J. H. his Heirs, Executors or Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid H. B. his Executors or Adminiſtrators the full and juſt Sum of, &c. of good and lawful Money of *England* on the, &c. day of, &c. which ſhall be in the year of our Lord, &c. At or in the Common Dining-Hall of the Middle Temple *London*, without any defalcation or abatement out of the ſaid Sum or any part thereof for Taxes, Charges, Aſſeſſments, or for other cauſe or thing whatſoever, Then this preſent Indenture and the Eſtate hereby made ſhall ceaſe, determin and be utterly void, any thing herein contained to the contrary notwithſtanding. And the ſaid J. H. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid H. B. his Executors and Adminiſtrators, by theſe preſents, that he the ſaid J. H. his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid H. B. his Executors or Adminiſtrators, the ſaid Sum of, &c. and every part thereof, at the day and place before limited and appointed for payment of the ſame, without any deduction or abatement for Taxes, or for other cauſe or thing whatſoever, according to the true intent and meaning of the ſaid Proviſo, and in diſcharge thereof without Fraud or Covin, And that the ſaid recited Indenture of Leaſe before mentioned to be hereby aſſigned, now is, and from and after the executing of theſe preſents for, &c. notwithſtanding any Act,

Proviſo.

Covenant for payment of the Mony.

That the Original Leaſe is and ſhall be a good Leaſe in Law.

Act, matter or thing by the ſaid J. H. or by any other perſon or perſons whatſoever committed, done or ſuffered to the contrary, ſhall be and continue a good and effectual Leaſe and Eſtate in Law not forfeited, ſurrendred or otherwiſe avoided, and that (notwithſtanding any ſuch Act as aforeſaid, he the ſaid J. H. now hath good right, full power and authority to grant and aſſign the ſame, and every part thereof in manner aforeſaid, according to the true intent and meaning of theſe preſents: And alſo that the Bayliwick or Mannor Lands and Premiſſes, from and after the commencement of this preſent Indenture of Aſſignment, and breach of Proviſoe before mentioned during the Term hereby aſſigned, ſhall be and continue free and clear, and freely and clearly acquitted and diſcharged, of and from all manner of Titles, troubles, charges and incumbrances whatſoever, committed done or ſuffered by the ſaid J. H. or by any other perſon or perſons whatſoever. And further, That he the ſaid J. H. his Executors, Adminiſtrators and Aſſigns, from time to time and at all times during the Term hereby granted, (from and after the commencement of the ſame, and breach in the Proviſoe before mentioned, ſhall and will make and do ſuch further and other Act and Acts, thing or things, for the ſtrengthening, confirming and making abſolute of the ſaid Term of, &c. years hereby aſſigned in manner as aforeſaid, as by the ſaid H. B. his Executors or Adminiſtrators, or by his or their Councel learned, ſhall be reaſonably deviſed or required. And laſtly, It is declared, concluded and agreed by and between the ſaid parties, that it ſhall and may be lawful to and for the ſaid J. H. his Executors, Adminiſtrators or Aſſigns, To hold and enjoy the ſaid Bayliwick or Mannor

That Aſſignor hath the power to Aſſign and that Premiſſes after breach of Proviſoe ſhall continue free from incumbrances.

To make further aſſurance.

Aſſignor to enjoy till Breach of Proviſoe.

nor and Premiſſes, and receive and take the Rents and Profits of the ſame, To his or their own uſe, until default in payment of the ſaid Sum of, &c. or ſome part thereof, At the day and place before limited and appointed for payment of the ſame, without the let or diſturbance of the ſaid H. B. his Executors or Adminiſtrators, and without any account to him or them to be had or given for the ſame. In witneſs, &c.

A Mortgage by Leaſe for 500 years with the uſual Covenants.

THis Indenture, &c. Between H. P. of the one part, and J. S. of the other part witneſſeth, That the ſaid H.P. for and in conſideration of the Sum of, &c. to him in hand paid at or before the enſealing and delivery of theſe preſents, by the ſaid J. S. the receipt whereof he the ſaid H. P. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth hereby acquit, exonerate and diſcharge the ſaid J. S. his Executors and Adminiſtrators for ever by theſe preſents, Hath bargained, ſold, demiſed, granted and to Farm-let, and by theſe preſents doth demiſe, grant and to Farm-let unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, all that, &c. To Have and to Hold all and ſingular, &c. unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, unto the full end and Term of 500 years from thence next enſuing, and fully to be compleat and ended: Yielding and paying a Pepper-corn at the Feaſt of our Lord every year and no more if it be lawfully demanded; And the ſaid H. P. for himſelf,

Covenant that he is ſeized in Fee.

ſelf, his Heirs, Executors and Adminiſtrators, and for every of them doth covenant, promiſe, grant and agree to and with the ſaid J.S. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following; (that is to ſay,) That he the ſaid H. P. at the time of the ſealing and delivery of theſe preſents, is the very true lawful and rightful owner of the ſaid, &c. and of all other the Premiſſes herein before meant, mentioned or intended to be hereby demiſed, granted, bargained and ſold with their Appurtenances, and of every part and parcel thereof, and now is, and ſtandeth lawfully ſeized in his demeſne as of Fee, of all and ſingular the ſaid, &c. and all other the Premiſſes with their Appurtenances, and of every part and parcel thereof, of a good, ſure, lawful, abſolute and indefeazible Eſtate of Inheritance in Fee-ſimple, without any manner of Condition or Limitation of any uſes, power of revocation, or other matter or thing whatſoever, of or in any perſon or perſons to alter, change, incumber or determine the ſame, And alſo that the ſaid H. P. now hath in himſelf full power, good and perfect right and lawful authority to demiſe, grant, bargain and ſell all and ſingular the ſaid, &c. therein before mentioned, &c. with the Appurtenances, and every part and parcel thereof, unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of 500 years in manner and form aforeſaid. And that he the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, in caſe any default or failer ſhall be made of payment of the Sum of, &c. or any part thereof, contrary to the true intent and meaning of the Proviſo or Condition hereafter mentioned, ſhall or lawfully may peaceably and quietly

That Leſſee ſhall enjoy after default of payment of the Sum in the Proviſo.

quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid, &c. and Premiſſes herein before mentioned, and every part and parcel thereof with their Appurtenances, and ſhall or lawfully may have, receive and take all and ſingular the Rents, Iſſues and Profits of every part and parcel thereof, to his and their own proper uſe and uſes, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid Term of 500 years, without any manner of let, ſuit, trouble, denial, eviction, moleſtation, interruption, diſturbance or demand, of or by the ſaid H. P. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or by any other perſon or perſons whatſoever; And that free and clear, and freely and clearly exonerated, acquitted and diſcharged, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Joynturs, Dowers, Uſes, Wills, Entails, Statutes, Recognizants, Judgments, Extents, Executions, Claims, Duties, Debts of Record, Debts to the Kings Majeſty, Fines, Poſt-fines, Seiſures, Cauſes of Seizures, Rents Charge, Rents Seck, Rents, Arrearages of Rents, Annuities, and of and from all other Eſtates, Titles, Charges, Truſts, Troubles, Incumbrances and Demands whatſoever, had made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by the ſaid H.P. party to theſe preſents, or by any other perſon or perſons whatſoever, the Rents and Services from thenceforth to grow due, and payable to the chief Lord or Lords of the Fee or Fees of the Premiſſes, in reſpect of his or their Seigniory or Seigniories excepted and foreprized: Provided always, and upon this Condition nevertheleſs, That if he the ſaid H. P. his Heirs, Executors, Adminiſtrators or Aſſigns, or *Proviſo.*

any of them do and ſhall well and truly pay or cauſe to be paid unto the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, at or in the, &c. the full Sum of, &c. lawful Money, &c. upon the, &c. day of, &c. which ſhall or may be in the year, &c. 167, &c. without making or demanding any deduction or abatement, of or by reaſon of any Taxes, charges or payments iſſuing out of, or charged or impoſed on the Premiſſes or any part or parcel thereof, or upon the ſaid Sum of, &c. by any Act, Order or Ordinance of Parliament, made or to be made or otherwiſe howſoever, That then and from thenceforth this preſent Indenture, and every thing therein contained ſhall ceaſe, determin and be utterly void, any thing, therein contain'd to the contrary in any wiſe notwithſtanding: And that then alſo upon requeſt, after ſuch payment ſo had and made as aforeſaid, he the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, ſhall and will deliver or cauſe to be delivered unto the ſaid H. P. his Heirs or Aſſigns, or ſome or one of them, All ſuch Writings concerning the Premiſſes, as the ſaid J. S. hath now received, and which are mentioned in the Schedule hereunto annexed, in as good Caſe and Condition as they now are, Caſualties by Fire and other inevitable Accidents only excepted, Together with that part of theſe preſents which is under the Hand and Seal of the ſaid H. P. to be cancelled and made void, he delivering unto the ſaid J. S. his Executors or Aſſigns, the Counterpart of theſe preſents, which is under the Hand of the ſaid J. S. to be likewiſe cancelled. And the ſaid H. P. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That he the ſaid H. P. his Heirs,

Upon payment of the Sum in the *Proviſo*, Leſſee to redeliver ſuch Writings, as he now receiveth.

Covenant for payment, &c.

Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said J. S. his Executors, Administrators or Assigns, the said Sum of, &c. and every part thereof, on the day and at the place, and in such manner and form as the same is herein before limited and appointed to be paid, according to the true meaning of these presents; And that he the said H. P. his Heirs, Executors, Administrators and Assigns, and all and every other person and persons, lawfully having or claiming, or which shall or may lawfully have or claim any Estate, Title or Interest in Possession or Reversion, in or to the said, &c. and Premisses, or any part or parcel thereof, shall and will from time to time, and at all times from and after default shall happen to be made of or in payment of the said Sum, &c. or any part thereof, contrary to the true meaning of the Proviso or Condition thererein before-mentioned, at the request, costs and charges of the said J. S. his Executors, Administrators and Assigns, do, make, perform, levy, execute and suffer, or cause and procure to be made, done, performed, levied, executed and suffered, all and every such other and further Act and Acts, Devices, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute granting, confirming and assuring of the said, &c. and Premisses, and every part and parcel thereof, with the appurtenances, unto the said J. S. his Executors, Administrators and Assigns, for and during all the rest and residue which shall be then to come and unexpired of the said Term of 500 years herein before-mentioned, as by the said J. S. his Executors, Administrators and Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required.

That Grantor after default shall make further Assurance.

Leſſor to enjoy till default of payment.

quired. And laſtly, It is agreed between the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid H. P. his Heirs and Aſſigns, to receive and take the Rents, Iſſues and Profits of all and ſingular the Premiſſes, and of every part and parcel thereof, to his and their own proper uſe and uſes, until default ſhall happen to be made of or in payment of the ſaid Sum of, &c. or ſome or any part thereof, contrary to the true meaning of theſe preſents, without any Ejectment, trouble or interruption, of or by the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, or any of them. In witneſs, &c.

A Mortgage by Demiſe and Redimiſe.

The Demiſe. By Sir *J. M.*

THis Indenture, &c. Between E. M. of the one part, and J. S. of the other part, Witneſſeth, That the ſaid E. M. for and in Conſideration of the Sum of, &c. of lawful Money of *England*, to the ſaid E. M. in hand paid by the ſaid J. S. at or before the enſealing and delivery of theſe preſents, the receipt whereof ſhe doth hereby acknowledge, and therof and of every part thereof, doth acquit, exonerate and diſcharge the ſaid J. S. his Executors, &c. for ever by theſe preſents, Hath granted, bargained, ſold, demiſed and to Farm-letten, and by theſe preſents doth grant, bargain, ſell, demiſe and to Farm-let unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, all, &c. and all yearly and other Rents, Iſſues and Profits reſerved, due and payable, ariſing, coming or renewing of, from or out of the ſaid hereby demiſed Premiſſes or

Conſideration.

Grant.

or any part thereof; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand of her the ſaid E. M. of, in and to the ſame, and every part and parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Premiſſes, and of every part thereof, with their appurtenances, To Have and to Hold the ſaid, &c. unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, for, during and unto the full end and Term of 100 years from thence next enſuing, and fully to be compleat and ended, without impeachment, and diſpuniſhable of or for any manner of Waſte; Yielding and paying therefore yearly, and every year during the ſaid Term, unto the ſaid E. M. her Executors, Adminiſtrators or Aſſigns, the Rent of one Pepper-corn at the Feaſt of, &c. if the ſame be lawfully and perſonally demanded, and no more. And the ſaid E. M. for her ſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant, to and with the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following; (That is to ſay,) That the ſaid E. M. is and ſtandeth lawfully intereſſed and poſſeſſed of and in all the ſaid Premiſſes, and of every part and parcel thereof, for a longer time and Term than the Term of, &c. years hereby granted, and that the ſaid Premiſſes now are of the clear yearly value of, &c. *per Annum*, over and above all Charges and Reprizes to be paid or iſſuing out of the ſame, and ſo ſhall continue after Forfeiture or other breach of any the Covenants and Agreements herein contained, and be during the ſaid Term of, &c. years, of the full and clear yearly value of, &c. *per Ann.* as aforeſaid.

Habendum.

Reddendum.

Covenant, That Grantor is ſeiſed, &c.

Premiſſes of what value

And that the ſaid E.M. hath in her ſelf full power, good right and lawful authority, to grant, bargain, ſell, demiſe and to Farm-let all and ſingular the ſaid Premiſſes, unto the ſaid J.S. his Executors, Adminiſtrators and Aſſigns, for and during all the ſaid Term of, &c. years, in manner and form aforeſaid, And that he the ſaid J.S. his Executors, Adminiſtrators and Aſſigns, ſhall and may from time to time, and at all times from henceforth lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the Premiſſes before in and by theſe preſents granted, &c. and every of them, and every part and parcel of them, with their and every of their appurtenances, for and during all the ſaid Term of, &c. years, without any the lawful let, ſuit, trouble, interruption, claim or demand whatſoever, of or by the ſaid E.M. her Executors Adminiſtrators or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Uſes, Truſts, Wills, Entails, Joyntures, Dowers, right and title of Dower, Judgments, Statutes, Extents, Recognizances, Executions, and of and from all other Titles, Troubles, Eſtates, Truſts, Claims, Incumbrances and Demands whatſoever, had made, committed, done or ſuffered, or to be had made, done or ſuffered by her the ſaid E.M. her Heirs or Aſſigns, or by any other perſon or perſons whatſoever. And further, That the ſaid E.M. her Heirs, Executors and Adminiſtrators, and all and every other perſon or perſons whatſoever, lawfully claiming any Eſtate, Term or Intereſt, out of or to the ſaid Premiſſes, or any part thereof, ſhall and will from

Covenant for quiet Enjoyment.

Free from Incumbrances.

Covenant for further Aſſurance.

from time to time, and at all times from henceforth, at and upon the reaſonable requeſt, coſts and charges of the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more abſolute conveying, aſſuring and confirming of all and ſingular the ſaid Premiſſes, and of every part thereof, unto the ſaid J. S. his Executors, and Aſſigns, for and during all the reſt and reſidue which ſhall be then to come and unexpired of the ſaid Term of, &c. years, hereby granted in ſuch manner and form, as by the ſaid J. S. his Executors or Aſſigns, his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed and required. In witneſs, &c.

The Re-demiſe.

THis Indenture, &c. Between J. S. of the one part, and E. M. of the other part. Whereas in and by one Indenture bearing date the day before the date of theſe preſents, made between the ſaid E. M. of the one part and the ſaid J. S. of the other part; It is Witneſſed, That for the Conſideration therein mentioned the ſaid E. M. did grant, &c. unto the ſaid J. S. his Executors, Adminiſtrators and Aſſigns, all, &c. and every part, &c. with their, &c. To hold the ſame unto the ſaid J. S. his Executors, &c. from the day of the date hereof until the full end and Term of 100 years from thence next enſuing and fully to be compleat and ended, without impeachment and diſpuniſhable of or for any manner of Waſte, Recital of the Demiſe.

at and under the yearly Rent of one Peppercorn thereupon reserved, as in and by the said recited Indenture of Lease, relation being thereunto had more fully and at large it may and doth appear. Now this Indenture witnesseth, That the said J. S. for and in Consideration of the yearly Rents, Covenants and Agreements hereafter in these presents reserved, mentioned and contained on the part and behalf of the said E. M. her Executors and Assigns, to be done kept and performed, Hath leased, set and to Farm-letten, and by these presents, doth lease, set and to Farm-let unto the said E. M. her Executors, &c. all and singular, &c. in and by the said recited Indenture made to the said J. S. as aforesaid granted, &c. and every part, &c. with their appurtenances; To Have and to Hold the said Premisses with, &c. unto the said E. M. her Executors, &c. from the day of the date hereof, unto the full end and Term of 99 Years and 11 Months, from thence next ensuing and fully to be compleat and ended; Yielding and paying therefore yearly and every year, for and during the first Three years of the said 99 Years and 11 Months unto the said J. S. his Executors, &c. at or in (*such a place*) the yearly Rent or Sum of, &c. at the Feast, &c. by even and equal portions, freed and discharged of and from all and all manner of charges or deductions, and without making any deduction, defalcation or abatement out of or from the same, or any part thereof, of, for or in respect of any Taxes, Charges, Assessments, Issues, Impositions or Reprizes whatsoever, which shall or may at any time hereafter, during the said Term, be taxed, assessed, laid, charged or imposed upon the aforesaid Premisses, or any part thereof, or upon the Landlord or Landlords thereof or upon the said yearly Rent or,

Consideration.

Grant.

Habendum.

Reddendum for part of the Term.

Without any defalcation for Taxes, &c.

of, &c. or any part thereof, by any Act or Acts of Parliament or otherwiſe howſoever, the firſt quarterly payment thereof to be and to begin on, &c. And yielding and paying unto the ſaid J.S. his Executors, &c. at the place of payment aforeſaid, above and beſides the ſaid yearly Rent or Sum of, &c. before hereby reſerved, the weekly Sum or payment of, &c. of lawful Money of *England*, in the name of a Pein or Penalty the Saturday in every Week weekly, and ſo proportionable after that rate for a leſſer time than a Week, from time to time, for and during ſo long time as the ſaid Annual Rent or Sum of, &c. or any part thereof, ſhall be behind and unpaid or in arrear, above the ſpace of 21 days next enſuing the ſaid Feaſt day or Days of payment afore-mentioned, for the reſervation thereof: And alſo yielding and paying therefore, during all the reſt, reſidue and remainder of the ſaid Term only one Pepper-corn yearly, at the Feaſt, &c. if the ſame ſhall be perſonally demanded. And the ſaid E. M. for her ſelf, her Heirs, &c. and for every of them, doth covenant, promiſe and grant, to and with the ſaid J.S. his Executors, &c. and to and with every of them by theſe preſents in manner and form following; (That is to ſay,) That ſhe the ſaid E. M. her Heirs, &c. or ſome or one of them ſhall and will from time to time well and truly pay or cauſe to be paid unto the ſaid J. S. his Executors, &c. at the place of payment herein before appointed, the ſaid yearly Rent or Sum of, &c of lawful Money of *England*, in manner and form and on the ſeveral days and times aforeſaid, according to the true intent and meaning of the reſervation thereof, together alſo with the ſaid Weekly Pein or Specialty, if any ſhall happen to be due, from time to time as they ſhall

Reddend' a *Nomine pœnæ* on the Saturday in every week, ſo long as it is arrear.

Reddend' pro reſid' Termini a Pepper-corn.

Covenant for payment of the Rent and *Nomine pœnæ*.

shall become due and payable, without making any deduction, defalcation or abatement as aforesaid. Provided always and upon this Condition, That if it shall happen the said yearly Rent or Sum of, &c. or any part thereof, to be behind and unpaid, in part or in all, by the space of 21 days next over and after any of the said Feasts or days of payment thereof, as aforesaid, without any demand or request thereof, by the said J.S. his Executors, Administrators and Assigns, That then and from thenceforth it shall and may be lawful to and for the said J. S. his Executors, Administrators and Assigns, or any of them, into the said demised Premisses, and into every or any part thereof, in the Name of the whole, wholly to re-enter and the same to have again, repossess and enjoy as in his or their first or former Estate, any thing in these presents contained to the contrary thereof in any wise notwithstanding.

Clause of Re-entry for Non-payment of Rent.

Lastly, The said J.S. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said E. M. her Heirs, Executors, &c. and to and with every of them by these presents, That if the said E.M. his Heirs, &c. shall and do duly and truly pay or cause to be paid unto the said J.S. his Executors, &c. or some or one of them, the said yearly Rent or Sum of, &c. and the said Weekly Payments and Penalties, if any shall become due and payable, and every of them, and every part and parcel of them, for and during the said first Three years of the said Term hereby leased, according to the purport and true meaning of these presents, and the several Reservations thereof, as aforesaid, That then the said J. S. his Executors, &c. at the end of the said first Three years of the Term hereby leased, or at any time after, upon the reasonable request and at the costs and charges of

Covenant, That if Lessee pay the Rent the first Three years reserved, that Lessor will surrender.

of the ſaid E. M. his Heirs, &c. ſhall and will releaſe, ſurrender, convey and aſſign all his or their Term, Eſtate and Intereſt of and in the Premiſſes, and every part and parcel thereof, by force and virtue of the ſaid recited Indenture of Leaſe made to him the ſaid J. S. as aforeſaid, unto the ſaid E. M. his Heirs, Executors or Aſſigns, or to ſuch other perſon and perſons as ſhe ſhall in that behalf direct, nominate and appoint, ſo as for the doing thereof the ſaid J. S. his Executors or Aſſigns, be not compelled or compellable to Travel further than the City of L. or N. or one of them, or above 10 Miles from the place of his then reſidence or aboad, and that he be freed and diſcharged of and from all Charges and Incumbrances whatſoever, to be then had, made or done by the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, (except only this preſent Leaſe) and alſo ſhall deliver unto the ſaid E. M. his Heirs, &c. that part of the ſaid recited Indenture, and of theſe preſents, which are under the Hand and Seal of the ſaid E. M. and all other Securities given by her or any other on her part and behalf, to be vacated and made void, ſhe the ſaid E. M. her Heirs, &c. delivering alſo up at the ſame time to the ſaid J. S. his Executors, &c. the parts of the ſaid recited Indentures of Leaſe and of theſe preſents, with one Indenture of Defezance of a Statute entred into by the ſaid E. M. to the ſaid J. S. for performance of Covenants within theſe preſents, which are under the Hand and Seal of the ſaid J. S. In witneſs, &c.

Releaſes.

Releaſes.

A Releaſe of a Proviſo of Redemption in a Mortgage, to make the Eſtate abſolute to the Mortgagee upon payment of a further Sum, &c.

TO all Chriſtian People to whom theſe preſents ſhall come, C. B. and T. C. ſend Greeting. Whereas by Indenture dated, &c. the ſaid C. and T. did for the Conſideration therein mentioned, alien, grant, releaſe and confirm to W. C. of, &c. (in poſſeſſion of the Mannor and Lands in the ſame Indenture mentioned, being by virtue of a Bargain and Sale thereof made, bearing date the day next before the date of the ſaid recited Indenture and of the Statute for transferring Uſes into poſſeſſion) All, &c. and demiſe other Lands and Tenements in the ſaid Indenture mentioned, as in and by the ſaid Indenture, relation being thereunto had, it doth and may more plainly appear, in which ſaid Indenture is contained one Proviſo in theſe words following: (*Recite the Proviſo verbatim*) Now know ye, That the ſaid C. and T. for and in Conſideration of the further Sum of, &c. to them in hand paid by the ſaid W. the receipt whereof the ſaid C. and T. do hereby acknowledge, Have for them and their Heirs, remiſed, releaſed and quit-claimed, and do by theſe preſents remiſe, releaſe and quit-claim to the ſaid W. the ſaid Proviſo or Condition, and alſo all the Eſtate, Right, Title, Equity of Redemption, Claim and Demand whatſoever, of them the ſaid C. and T. of, in and to the ſaid Mannor, and all and ſingular other the Lands, Tenements and Heredi-

Hereditaments in the ſaid Indenture mentioned. In witneſs, &c.

A Releaſe from the Father to his eldeſt Son of a power of making Leaſes, limited and reſerved to the Father in a Deed of Settlement, with a Bargain and Sale of the Lands for 31 years for ſecurity of the Releaſe, upon Conſideration, That the eldeſt Son joyns with the Father in Sale of part of Lands which were ſetled on the Son in Reverſion after the Father's death, as alſo that the Father with part of the Purchaſe-Money will diſcharge a Mortgage of other his Lands and Settle 'em upon his eldeſt Son, &c.

THis Indenture Tripartite, &c. Between W. W. on the firſt part, F. P. the only Son of the ſaid W. on the ſecond part, and H. A. of, &c. and H. H. on the third part. Whereas the ſaid F. P. at and by the deſire of the ſaid W. hath joyned, or is ready to joyn with him in the Sale of the Mannor of N. and K. with their and every of their appurtenances, in the County of D. the Reverſion whereof, after the deceaſe of the ſaid W. was by good Conveyance in the Law, ſetled and aſſured unto the ſaid F. P. and the Heirs of his Body, with ſeveral other Remainders over, as in and by the particular Settlements thereof made appeareth: And whereas alſo the Mannor and Hundred of B. with the Rights, Members and Appurtenances thereof, in the County of W. is amongſt other things by Indenture dated the 20th day of *April*, in the, &c. year of our Lord, &c. and by Fine thereupon levied, conveyed and aſſured unto the uſe and behoof of the ſaid W. W. for Term of his Life, without Impeachment of Waſte, and after his deceaſe

Recital of Joyning in Sale.

Of power to make Leaſes.

deceaſe to the uſe of the ſaid F. P. and the Heirs of his Body iſſuing, with other Remainders over, in and by which Indenture there is power reſerved to the ſaid W.W. at any time, during his Natural life, by any Writing or Writings to be by him ſealed and ſubſcribed in the preſence of two or more Witneſſes, to demiſe or grant unto any perſon or perſons whatſoever, in poſſeſſion only and not in reverſion, all or any part of the ſaid Mannors, Lands and Tenements in the ſaid Indenture mentioned, to be aſſured for the Term or Terms, and under ſuch yearly Rent as in and by the ſaid Indenture is expreſſed. And whereas alſo all that Foreſt of P. in the County of S. with all the Meſſuages, Houſes, Cottages, Orchards, Gardens, Coppices, Woods, Underwoods, Soil, Ground and Hereditaments thereunto belonging, is by the ſaid W.W. mortgaged unto the ſaid D.W.Gent. for the Sum of, &c. or thereabout, with the Intereſt to grow due for the ſame. Now therefore this Indenture witneſſeth, That for and in Conſideration that the ſaid F.P. hath joyned, and is ready to joyn with him the ſaid W. W. in Sale of the ſaid Mannor and Lands, and that the Moneys raiſed by the ſaid Sale, have been and are to be received by the ſaid W. W. and employed for and towards the payment and diſcharge of his own particular Debts; And to the end that a competent ſatisfaction may be made unto the ſaid F. P. for the Right and Eſtate by him ſold and paſſed away as aforeſaid, and for other good Conſiderations him thereunto moving, he the ſaid W.W. hath remiſed, releaſed and quit-claimed, and by theſe preſents doth remiſe, releaſe and quit-claim unto the ſaid F.P. and the Heirs of his Body, the ſaid power and authority to demiſe or grant, under the old and ancient Rent for the Term and Terms

Recital of the Mortgage.

The Releaſe of the power.

Conſideration.

Terms in the ſaid Indenture expreſſed. And this Indenture further witneſſeth, That for the better barring and extinguiſhing of the ſaid Power ſo to him limited by the ſaid Indenture, as to the ſaid Capital Meſſuage or Farm, the Lands and Hereditaments reputed, taken or enjoyed as part or parcel thereof, and in Conſideration of the Sum of 5 *l.* to him in hand paid by the ſaid H. A. and H. H. before the ſealing and delivery hereof, the receipt whereof he doth hereby acknowledge, He the ſaid W. W. hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid H. A. and H. H. the ſaid Capital Meſſuage or Farm, Lands, Tenements and Hereditaments before mentioned, being reputed taken or enjoyed as part or parcel of the ſame; And the Reverſion and Reverſions, Remainder and Remainders thereof, and all Rents reſerved upon any Demiſe made of the ſame, To Have and to Hold the ſaid Capital Meſſuage or Farm, Lands, Tenements and Hereditaments, with their and every of their appurtenances, unto the ſaid H. A. and H. H. their Executors and Adminiſtrators, for and during the Term of 31 years from henceforth next enſuing, if he the ſaid W. W. ſhall ſo long live, upon Truſt notwithſtanding that they ſhall at all times from henceforth ſtand poſſeſſed of and in the ſaid Capital Meſſuage or Farm, Lands and Premiſſes, in Truſt only for the benefit of the ſaid W. and his Aſſigns, and ſhall permit him and them to receive all the Rents, Iſſues and Profits of the ſame, but ſhall not joyn with him the ſaid W. W. in renewing of Leaſes of the ſame, according to the ſaid Power, upon the old Rent, in caſe the ſame ſhall fall in poſſeſſion by the death of the preſent Tenant, or by any other determination of the Eſtates now in being of the

Bargain and Sale in Truſt, for ſecurity of the Releaſe.

Habendum.

the ſaid Farm or Lands, which are part or parcel of the ſame. And the ſaid W. W. in further Conſideration of the Premiſſes, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid H. A. and H. H. their Executors and Adminiſtrators, by theſe preſents, That he the ſaid W. W. his Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly ſatisfie and pay unto the ſaid D. W. his Executors or Adminiſtrators, or ſome of them, the ſaid Sum of,&c. with Intereſt for redemption of the Mortgage made of the ſaid P. Foreſt, and the Lands to the ſame belonging or enjoyed therewith, at the day and place in the ſaid Deed of Mortgage ſpecified, and ſhall and will well and ſufficiently ſettle and convey the ſaid Foreſt of P. and the Lands therewith mortgaged unto the uſe of him the ſaid W. W. for Life, without impeachment of Waſte, and after to the uſe of the ſaid A.P. and the Heirs of his Body Iſſuing, and ſhall and will clear and diſcharge all Charges and Incumbrances whatſoever, had, made or ſuffered by him the ſaid W.W. or any other perſon in Truſt for him, in and upon the ſaid Lands. And further, the ſaid W. W. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid H.A. and H.H. their Executors and Adminiſtrators by theſe preſents, That he the ſaid W.W. ſhall and will from time to time, and at all times hereafter, upon requeſt of the ſaid H.A. H.H. or F. P. or any of them, make, do or execute, or cauſe to be made, done or executed, all and every ſuch other and further act and acts, thing and things in the Law whatſoever, for the barring and extinguiſhing of his the ſaid W. W's power of making Leaſes for Lives or Years of the ſaid Farms or Lands, parcel of

Covenant for diſcharging the Mortgage.

For ſetling the Premiſſes on his Son.

For doing further acts, for extinguiſhing power of making Leaſes.

of the ſaid Mannor and Hundred of B. upon the old Rent, or for the ſetling and aſſuring of the ſaid Foreſt of P. and other the ſaid mortgaged Lands, immediately after the deceaſe of him the ſaid W.W. on the ſaid F.P. and the Heirs of his Body iſſuing diſcharged of the ſaid Mortgage, and freed from all other Incumbrances done or ſuffered by the ſaid W. W. or any of his Truſtees, as by the ſaid H.A. H.H. and F.P. or any of them, their or any of their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. And the ſaid F.P. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid W.W. his Executors and Adminiſtrators by theſe preſents, That he the ſaid F. P. ſhall and will from time to time, and at all times hereafter, upon requeſt and at the charges in the Law of the ſaid W. W. or his Aſſigns, of the ſaid Mannor of N. B. or either of them, joyn with him the ſaid W.W. in the ſuffering of ſuch Recovery or Recoveries, or any other act or demiſe in Law whatſoever, for the ſelling away and barring of his the ſaid F.P's Eſtate in the ſaid Mannors, or either of them, for the benefit of the ſaid W.W. as by him the ſaid W. W. or his Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed or required, ſo as the ſaid F. be not thereby compelled to give any Covenant or Warranty, but only againſt his own Acts. In witneſs, &c.

Covenant, That the Son ſhall do any further act as to the Sale of the Lands.

A Releaſe of Errors in two Judgments, in Ejectment.

KNow all Men by theſe preſents, That I Sir J. P. of, &c. for divers good Cauſes and Conſiderations me thereunto moving, Have remiſed, releaſed, and for me, my Heirs, Executors and Adminiſtrators, for ever quit-claimed, and by theſe preſents do remiſe, releaſe and for ever quit-claim unto A. E. and S. H. of, &c. their Heirs, Executors and Adminiſtrators, all and all manner of Action and Actions, and all and every Writ and Writs of Error and Errors, and alſo all manner of Errors whatſoever, which I the ſaid Sir J. P. my Heirs, Executors or Adminiſtrators, might have and proſecute againſt the ſaid A. E. and S. H. or either of them, their Heirs, Executors and Adminiſtrators upon two ſeveral Judgments in Ejectment, in *Eaſter* Term now laſt paſt, by him the ſaid S. H. as Leſſee of the ſaid A. E. obtained againſt the ſaid Sir J. P. in his Majeſties Court of Kings-Bench at *Weſtminſter* for ſeveral Lands and Tenements in S. in the County of W. and of and upon either of them, and alſo upon every other Judgment and Judgments whatſoever by them the ſaid A. E. and S. H. at any time before the day of the date hereof, ſued, obtained, recovered or had againſt me the ſaid Sir J. P. in the ſaid Court, for any matter, cauſe or thing whatſoever. In witneſs, &c.

A Releaſe for Money acknowledged to be part of his Portion, according to the Cuſtom of the City.

Vide ſupra.

A Releaſe in part of performance of an Award.

KNow all Men, &c. That I W. W. of, &c. in part of performance of an Award Indented, bearing date, &c. made and given up by S.T. for and concerning ſome differences lately being or depending between J. S. of, &c. on the one part, and me the ſaid W. W. on the other part; And according to the true intent and meaning of the ſaid Award Indented, Have remiſed, releaſed and quit-claimed, and by theſe preſents do for me, mine Executors and Adminiſtrators, remiſe, releaſe and quit-claim unto the ſaid J.S. of, &c. his Executors and Adminiſtrators, all and all manner of Action and Actions, Cauſe and Cauſes of Action and Actions, Suits, Debts, Accounts, Reckonings, Forfeitures, Treſpaſſes, Condemnations, Judgments, Executions, Claims and Demands whatſoever, &c. from the beginning of the World until the day of the date hereof. In witneſs, &c.

A Releaſe of a Copyhold Eſtate.

TO all Chriſtian People to whom theſe preſents ſhall come, R.B. of *L.* in the County of S. Gent. and G.B. of L. aforeſaid, Brother of the ſaid R. B. ſend Greeting. Whereas the ſaid R. B. is or was ſeized for and during the Term of his Natural life, according to the Cuſtom of the Mannor of S. O. in the ſaid County of S. of and in one Copyhold Meſſuage or Tenement, with the appurtenances in S. O. aforeſaid, being parcel of the ſaid Mannor, with the appurte-

nances, late in the tenure or occupation of J. B. deceaſed, and of and in ſeveral parcels of Land, Meadow and Paſture to the ſame belonging, or reputed part there: And whereas the ſaid G. B. hath a Copyhold Eſtate for the Term of his life, in the ſaid Meſſuage and Premiſſes in Reverſion after the death of the ſaid R. B. as by the Court-Rolls of the ſaid Mannor of S. O. appeareth. Now know you therefore, That the ſaid R. B. and G. B. for and in purſuance of an Agreement heretofore made and concluded between the ſaid R. B. and T. K. Eſq; Lord of the ſaid Mannor of S. O. for the ſaid Copyhold Eſtates, and for and in Conſideration of the Sum of, &c. of lawful Money of *England*, by him the ſaid T. K. in hand paid to the ſaid R. B. and G. B. or one of them, before the ſealing and delivery hereof, the receipt whereof they do hereby acknowledge, and for other good Cauſes and Conſiderations them thereunto moving, have granted, yielded up, ſurrendred, remiſed, releaſed and quit-claimed, and by theſe preſents they the ſaid R. B. and G. B. do, and either of them doth grant, yield up, ſurrender, remiſe, releaſe and for ever quit-claim unto the ſaid T. K. and unto F. C. of, &c. Gent. and to their Heirs, Executors and Adminiſtrators for ever, which ſaid T. H. and F. C. are, or one of them now is Lord of the ſaid Mannor of S. O. and are, or one of them now is in the actual poſſeſſion of the ſaid Premiſſes, their ſaid ſeveral and reſpective Copyhold Eſtates in the ſaid Meſſuage, Lands and Premiſſes, and in any part or parcel of the ſame, and all their and either of Eſtate, as well Freehold as Copyhold, Right, Title, Intereſt, Poſſeſſion, Claim and Demand whatſoever, either in Law or Equity, or according to the Cuſtom of the ſaid Mannor or otherwiſe

wiſe howſoever; And the ſaid R.B. and G.B. do for themſelves, their Executors and Adminiſtrators, covenant and grant to and with the ſaid T.K. and F.C. their Heirs, Executors and Adminiſtrators by theſe preſents, That they the ſaid R.B. and G.B. ſhall and will from time to time, and at all times hereafter, upon requeſt and at the coſts and charges in the Law of the ſaid T.K. and F.C. or either of them, do and perfect, or cauſe to be done and perfected, all ſuch lawful and reaſonable acts and things in the Law whatſoever, for the ſurrendring, barring and extinguiſhing of their or either of their Right and Eſtate, as well Free as Cuſtomary, and all their or either of their claim or demand in or to the ſaid Meſſuage, or Tenement and Premiſſes, or any of them, as by them the ſaid T.K. and F.C. or either of them, their or either of their Heirs or Aſſigns of the ſaid Mannor, ſhall be reaſonably adviſed or required. In Witneſs, &c.

Revocations.

A Revocation of Uſes according to two ſeveral Proviſoes.

TO all Chriſtian People to whom this preſent Writing ſhall come, M. T. Wife of J. T. &c. ſendeth Greeting in our Lord God Everlaſting. Whereas they the ſaid J. and M. his Wife, in and by a certain Indenture bearing date the, &c. day of, &c. and made between the ſaid J.T. and M. his Wife of the one part, and G.P. of, &c. and H.W. of, &c. of the other part, for the Cauſes and Conſiderations in the ſaid Indenture expreſſed, They the ſaid J.T. and M. his Wife for themſelves and either of them, and for their and either of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, did covenant, promiſe, grant and agree to and with them the ſaid G. P. and H. W. and either of them, and their and either of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by the ſaid Indenture, That they the ſaid J. T. and M. his Wife, ſhould and would before the, &c. day of, &c. then next enſuing the date of the ſaid Indenture, acknowledge and levy one or more Fine or Fines *Sur Cognizance de droit come ceo que ils ont de lour done*, in due form of Law in his Majeſties Court of Common-Pleas at *Weſtminſter*, before His Majeſties Juſtices there, with Proclamation or Proclamations thereupon to be had and purſued, according to the form of the Statute in that behalf made and provided according to the common and uſual courſe of Fines in ſuch caſes uſed, unto them the ſaid E.P. and H.W. and their Heirs, or to the Heirs of

of one of them, of all that Meſſuage, &c. (*recite the Lands*) *prout*, Together, &c. And the Reverſion and Reverſions, Remainder and Remainders of all and ſingular, &c. And alſo all the Eſtate, Right, Title, &c. by the Name or Names of, &c. or by any Name or Names, number or quantity of Acres whatſoever. The which Fine or Fines ſo as aforeſaid, or in any other manner to be acknowledged, levied, executed or had, was covenanted, granted, concluded, condeſcended unto and fully agreed upon, by and between all and every the ſaid parties to the ſaid Indenture, for themſelves and every of them, their and every of their ſeveral and reſpective Heirs and Aſſigns, and every of them by the ſaid Indenture, ſhould be and enure, and ſhould be adjudged, deemed, eſteemed and taken to be and enure to the only uſes, intents and purpoſes in and by the ſaid Indenture expreſſed, declared limited and appointed, and to none other uſe, intent or purpoſe whatſoever, (*viz.*) To the uſe and behoof of them the ſaid J. T. and M. his Wife, for and during the Term of their two Natural lives, and of the life of the longer liver of them, without impeachment of or for any manner of Waſte; And from and after their deceaſes and the deceaſe of the longer liver of them, then to the uſe and behoof of E. T. Natural Daughter of the ſaid M. and of the Heirs and Aſſigns of the ſaid E. for ever, as in and by the ſaid Indenture, amongſt divers Proviſoes, Covenants, Grants and Agreements, and other things therein contained, more at large it doth and may appear: (In which ſaid Indenture is contained two ſeveral Proviſoes or Conditions in theſe words, or to this effect following; *Provided always, &c. as in and by the ſaid Indenture likewiſe*

it doth and may appear.) And whereas, according to the true meaning of the ſaid Indenture, a Fine was levied in His Majeſties Court of Common-Pleas at *Weſtminſter* of the ſaid Meſſuage or Tenement, Yard-Land, and all and ſingular other the Premiſſes, with the Appurtenances, as by the ſaid Fine remaining upon Record in the ſaid Court more at large appeareth: And whereas alſo the time limited by the ſaid recited Indenture, for the payment of the ſaid Sum of,&c. is not yet come, nor is the ſame, or any part thereof, as yet paid. Now know ye therefore, That the ſaid M. for divers good Cauſes and Conſiderations hereunto eſpecially moving, according to the power and authority to her given by the ſaid later recited Proviſo or Condition, by this preſent Deed or Writing by her ſealed and delivered in the preſence of the Witneſſes, whoſe Names or Hands are written upon the Backſide of theſe preſents, as Witneſſes hereunto, being all of them credible Men; Hath revoked, annihilated and made void, and by theſe preſents doth revoke, fruſtrate, annihilate and make void all the Uſes and Eſtates limited or appointed in or by the ſaid recited Indenture, which are to take effect from and after the deceaſe of them the ſaid J. T. and M. his Wife, and the deceaſe of the Survivor of them. In witneſs, &c.

BIBLIOTHECA BODLEIANA

Settle-

Settlements.

Settlements, vide *Joyntures*.

A Settlement before Marriage, by a Woman and her intended Husband, of an Annuity, whereof the Woman was ſeized in Fee, to prevent her Husbands intermedling, and that it may be at her ſole diſpoſal during Coverture.

THis Indenture Tripartite, made, &c. Between R.S. of, &c. Executrix of the laſt Will and Teſtament of J. K. deceaſed, of the firſt part, E.F. J. H. and M. O. of the ſecond part, and J.B. of the third part. Whereas there is a Marriage intended by the Grace of God to be ſhortly had and ſolemnized between the ſaid J. B. and R.S. And it is agreed between the ſaid J. B. and R. S. That he the ſaid J. B. ſhall only have and receive with the ſaid R. S. the Sum of, &c. of lawful Money of *England* for her Marriage Portion, and that ſhe the ſaid R. S. is to diſpoſe of all the reſidue of her Eſtate real and perſonal, which ſhe hath in her own Right, or as Executrix to the ſaid J. K. to ſuch perſon and perſons, and for ſuch uſe and uſes, and upon ſuch Truſts and Truſts as to her the ſaid R. S. ſhall ſeem fitting. Now this Indenture witneſſeth, That in purſuance of the ſaid Agreement, and in Conſideration of the Sum of 10 *l.* of lawful Money of *England*, to her the ſaid R.S. in hand paid by the ſaid E.F. J.H. and M. O. at and before the enſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations her

Recital of the intended Marriage and Agreement.

her the ſaid R. S. thereunto eſpecially moving, ſhe the ſaid R.S. Hath (by and with the privity, knowledge, conſent and agreement of him the ſaid J. B. teſtified by his being made a party to, and Signing and Sealing of theſe preſents)

Grant. granted, releaſed and confirmed, and by theſe preſents doth grant, releaſe and confirm unto the ſaid E.F. J.H. and M.O. (in their actual poſſeſſion now being), by virtue of a Bargain and Sale for one Month to them thereof made by the ſaid R.S. by Indenture bearing date the day before the date hereof, and by force of the Statute for transferring of Uſes into poſſeſſion) and to their Heirs and Aſſigns for ever, All that Annuity or Rent-charge of, &c. of lawful Money of *England*, iſſuing and going out of all that, &c. and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Annuity or yearly Rent-charge of, &c. and every part thereof, and all the Eſtate, Right, Title, Intereſt, benefit of Diſtreſs, Entry, Claim and Demand whatſoever, of, in, unto or out of the ſaid Annuity or yearly Rent-charge, or of, in or to any part thereof;

Habendum. To have, hold, receive, perceive and take the ſaid Annuity or yearly Rent-charge of, &c. and Premiſſes, and every part thereof, unto the ſaid E.F. J.H. and M.O. their Heirs and Aſſigns, to the only proper uſe and behoof of them the ſaid E.F. J.H. and M.O. their Heirs and Aſſigns for

Truſts declared. ever: Upon Truſt nevertheleſs, and to the intents and purpoſes herein after limited, expreſſed and declared; (That is to ſay,) Upon Truſt and to the intent and purpoſe, That they the ſaid

Truſtees to diſpoſe as R S. ſhall appoint. E.F. J.H. and M.O. and the Survivors and Survivor of them, his Heirs and Heirs, ſhall diſpoſe of the ſaid Annuity or yearly Rent-charge of, &c. and every part thereof, and of all Covenants, Penalties and Advantages concerning the

ſame,

ſame, not unto him the ſaid J. B. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or any other perſon or perſons, for his or their uſe, or by his or their appointment, but unto the proper hands of the ſaid R. S. or to ſuch other perſon and perſons only, and to ſuch other uſes, intents and purpoſes only, and in ſuch other manner only as by any Writing or Writings to be ſubſcribed by the ſaid R. S. with her own hand, in the preſence of two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing teſtified as aforeſaid, whether ſhe ſhall be then ſole or married, ſhall be from time to time declared, limited and appointed, and ſhall not diſpoſe, employ or pay the ſame to any other perſon or perſons, or to any other uſes, or in any other manner, or by any other direction or appointment whatſoever. And from time to time, and at all times, until ſuch appointment made and ſubſcribed as aforeſaid, they the ſaid E. F. J. H. and M. O. and the Survivors and Survivor of them, his Heirs and Aſſigns, ſhall or may retain and keep in their or his hands and cuſtody all the ſaid Annuity or Rent-charge of, &c. and every part and parcel thereof, whereof no ſuch appointment ſhall be made and continue in force as aforeſaid. Provided always, and upon this further Truſt and Confidence, and with this limitation, That they the ſaid E. F. J. H. and M. O. and the Survivors and Survivor of them and his Heirs, ſhall and will at any time or times hereafter, upon requeſt of the ſaid R. S. as well being married as ſole, ſignified under Hand and Seal in Writing, grant, convey releaſe and diſpoſe of the ſaid Annuity or yearly Rent-charge and Premiſſes, and every or any part thereof, unto ſuch Child or Children of the ſaid R. S. by the ſaid J. B. and for ſuch

Until appointment, to keep the Premiſſes in their hands.

Proviſo, to diſpoſe to ſuch of the Children of R. S. by J. B as *R. S.* ſhall appoint, and for want of ſuch Iſſue, then to ſuch other perſons as *R. S.* ſhall appoint, and for want of ſuch appointment to the right heirs of *R. S.*

ſuch Eſtate and Eſtates as ſhe the ſaid R. S. whether ſhe ſhall be then ſole or married, by ſuch Writing as aforeſaid, ſhall direct or appoint. And in default of ſuch Iſſue, then to ſuch other perſon or perſons, and his or their Heirs in Fee, or for ſuch Term or Terms, time and times only, and under ſuch Truſts, Intents and Agreements only, as ſhe the ſaid R. S. ſhall nominate, aſſign and appoint by Writing as aforeſaid, when and as often as ſhe ſhall require the ſame. And in default of ſuch limitation, direction and appointment of the ſaid R. S. to the right Heirs of the ſaid R. S. And the ſaid J. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid E. F. G. H. and M. O. their Heirs and Aſſigns, in manner and form following; (That is to ſay)

Covenant, That *R. S.* may diſpoſe, and Truſtees execute Truſt accordingly.

That ſhe the ſaid R. S. ſhall and may at all times hereafter, as well during the ſaid intended Coverture, as if ſhe was ſole at her will and pleaſure, according to the Agreement and Truſt aforeſaid, make any diſpoſal or appointment of the ſaid Annuity or yearly Rent of, &c. and Premiſſes, or of any part or parcel thereof, by any Writing under her Hand and Seal executed as aforeſaid, and do all and every act and acts, concerning the Premiſſes as fully and effectually, being under Coverture, as if ſhe was ſole and unmarried. And that they the ſaid E. F. J. H. and M. O. the Survivors and Survivor of them, his Heirs and Aſſigns, ſhall and may execute and perform the Truſts accordingly, without the ſuit, trouble or interruption of him the ſaid J. B. his Heirs, Executors and Adminiſtrators, or any of them. Provided always, and it is declared by and between all the ſaid parties to theſe preſents, That they the ſaid E. F. J. H. and M. O. the Survivors and Survivor of them, his Heirs and Aſſigns,

ſhall

ſhall be only charged and chargable with, and accountable for ſuch Moneys as they ſhall reſpectively actually receive, by, for or out of the Premiſſes, and with no more, nor the one for the other, or with or for the Receipts or Diſburſments one of the other; And that they and every of them ſhall and may be ſaved harmleſs, and deduct to themſelves, by and out of the Premiſſes, of and for all ſuch Coſts and Charges, Damages and Expences, as they or any of them ſhall bear, ſuſtain, expend or be put unto, for or by reaſon of the Premiſſes, or of the Truſts thereof herein before declared or the execution or management thereof, or any ways touching or concerning the ſame. And the ſaid J. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid E. F. J. H. and M. O. their Heirs and Aſſigns, That it ſhall and may be lawful to and for the ſaid E. F. J. H. and M. O. the Survivors and Survivor of them, his Heirs and Aſſigns, from time to time and all times, upon the Truſts and to the intents and purpoſes herein before declared, peaceably and quietly to have, hold, enjoy, receive, perceive and take the ſaid Annuity or yearly Rent-charge, and the benefit and advantage of the ſame, without the lawful let, ſuit, trouble, moleſtation, denial, contradiction or diſturbance of him the ſaid J. B. his Heirs or Aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim, by, from or under him, them or any of them. And further, That he the ſaid J. B. and his Heirs, ſhall and will from time to time, and at all times hereafter, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law, of the ſaid E. F. J. H. and M. O. their Heirs and Aſſigns, make, do and execute, or cauſe or procure to be made,

Truſtees to be charged with no more than they actually receive, and to deduct Charges.

That Truſtees ſhall quietly receive upon the Truſts, &c.

J. B. to do any act to enable *R. S.* to make appointments.

made, done or executed, all and every ſuch further, other and reaſonable act and acts for the executing, perfecting and performing the Truſts, intents and purpoſes aforeſaid, and to enable her the ſaid R.S. notwithſtanding the ſaid intended Marriage, to declare, limit, diſpoſe and appoint the ſaid Annuity or yearly Rent of, &c. and every or any part thereof, and the benefit and advantage thereof, as well during the ſaid intended Coverture as before, according to the true intent and meaning of theſe preſents and of the Truſts herein before declared concerning the ſame. Provided nevertheleſs, that it ſhall and may be lawful to and for the ſaid R. S. at any time or times hereafter during her Natural life, by and with the conſent of the ſaid E.F. J.H. and M.O. the Survivors and Survivor of them, and the Heirs of the Survivor of them, by any Deed or Deeds under her Hand and Seal, executed and teſtified in the preſence of two or more credible Witneſſes, or by her laſt Will or Teſtament in Writing executed and teſtified as aforeſaid, to revoke, alter change, determine or make void, in the whole or in part, all or any the Eſtates, Uſes, Truſts and Appointments which ſhe the ſaid R. S. ſhall at any time hereafter make, declare and appoint by virtue of theſe preſents, and of the Power herein beforementioned; And by the ſame Writing or Writings, or by any new or other Writing or Writings executed and teſtified as aforeſaid, to limit, appoint and declare any new or other Uſe or Uſes of the ſaid Premiſſes, or ſuch part thereof as ſhall be ſo revoked. And that then, from and after any ſuch Alteration, Change or Revocation ſo made, all or ſuch of the ſaid Eſtates or Truſts as ſhall be ſo revoked, altered, changed, determined and made void as aforeſaid;

Power of Revocation of any Uſes or Eſtates to be hereafter appointed.

As

As to ſo much for and concerning which, ſuch Revocation, Alteration, Change or Determination ſhall be made, ſhall ceaſe, determine and be void: And that then immediately after any new Uſes or Eſtates, ſo to be limited as aforeſaid, of the ſaid Annuity or yearly Rent-charge, or any part thereof, they the ſaid E. F. J. H. and M. O. the Survivors and Survivor of them, and the Heirs of the Survivor of them, ſhall ſtand and be ſeized of the ſaid Annuity or yearly Rent-charge, or ſuch part thereof, to ſuch and the ſame uſes which ſhall be ſo limited and appointed by the ſaid R. S. by any ſuch Writing as aforeſaid; Any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

After any Revocation ſuch part as ſhall be revoked to ceaſe, and the Truſtees to ſtand ſeized thereof, according to any new Declaration.

A Settlement upon Marriage, with divers Powers and Reſtrictions.

THis Indenture Quinquepartite, made, &c. Between the Right Honourable Sir C. M. &c. the Honourable R. M. &c. and Sir R. B. of, &c. on the firſt part; the Right Honourable W. P. and the Honourable M. H. &c. on the ſecond part; and the Right Honourable H. Marquiſs of, &c. the Right Honourable Lord H. Baron of, &c. R. L. of, &c. R. W. of, &c. and W. B. of, &c. on the third part; W. J. of, &c. on the fourth part, and R. M. of, &c. on the fifth part, Witneſſeth, That for and in Conſideration of a Marriage intended, by the grace and permiſſion of Almighty God ſhortly to be had and ſolemnized, between the ſaid R. M. and the ſaid M. H. and for and in Conſideration of the Sum of, &c. unto him the ſaid Lord Viſcount M. in hand paid and ſecured to be paid by the ſaid W. Lord P. as the Marriage

The Conſideration Money being the Marriage Portion.

Marriage Portion for the ſaid M. H. the receipt whereof he doth hereby acknowledge, &c. And for the ſetling of a Competent proviſion and allowance for the preſent maintenance of the ſaid R. M. and M. H. for their livelyhood and ſupport, after the ſaid Marriage ſhall be perfected, and the proviſion of a Joynture for the ſaid M. H. in caſe ſhe ſhall happen to ſurvive the ſaid R. M. the ſame to be in full bar and recompence of her Dower or Thirds at Common Law, and for the ſetling and aſſuring of the, &c. hereafter mentioned to the ſeveral Uſes, and upon the Truſts, and under the Proviſoes and Agreements hereafter contained. It is covenanted, concluded and fully agreed by and between the ſaid Parties, and the ſaid C. Viſcount M. and R. M. do, and either of them doth covenant, conclude and agree to and with the ſaid W. Lord P. his Executors and Adminiſtrators by theſe preſents, That they the ſaid C. Viſcount M. and R. M. ſhall and will before the Feaſt of, &c. next enſuing after the date of theſe preſents, permit and ſuffer one or more good and perfect Common Recovery or Recoveries with treble Voucher, to be ſued forth and ſuffered of the Mannors, &c. hereafter mentioned, at the equal Coſts and Charges in the Law of the ſaid Lord Viſcount M. and Lord P. and that for the better performance thereof, and in order therennto it ſhall and may be lawful to and for W. J. and T. H. to ſue forth and proſecute one or more Writs of Entry *Sur diſſeiſin en le Poſt*, returnable before the Juſtices in the County Palatine, by which Writ or Writs the ſaid W. J. and T. H. ſhall demand againſt the ſaid W. F. &c. who are Tenants to the Free-hold of the Mannors, &c. hereafter mentioned, by virtue of a Bargain and Sale made by the ſaid C. Lord M. R. M. and Sir R. B. by Indenture

A Covenant to ſuffer a Recovery.

Indenture bearing date with theſe preſents, and intended to be Enrolled in the ſaid County Palatine, all thoſe, &c. And alſo all Rents and yearly Profits, Reſervations and Services, reſerved or payable in, by or upon any Leaſe or Leaſes, Grant or Grants, had, made or granted, or mentioned to be had made or granted of the Premiſſes, by ſuch apt and convenient names, deſcriptions and numbers of Acres as in that behalf ſhall be agreed upon, according to the uſual courſe of Common Recoveries of Lands in ſuch caſes uſed, in which the ſaid N.F. and, &c. ſhall appear in perſon and vouch to Warranty the ſaid C. Lord Viſcount M. who ſhall alſo appear in perſon and ſhall vouch over the ſaid R. M. who ſhall likewiſe appear in perſon and ſhall vouch over the Common Vouchee, who ſhall appear and enter into the Warranty and Imparl, and after depart in contempt of the Court, whereby a good and perfect Common Recovery with treble Voucher thereupon may be had and executed in and upon the ſaid Writ in all things, according to the uſual courſe of Common Recoveries in ſuch caſes uſed to be had, ſuffered and executed of the Premiſſes, and every or any of them, by and between the ſaid parties or any of them, ſhall be and enure, and ſhall be adjudged, deemed and conſtrued and taken to be and enure unto the ſeveral and reſpective Uſes, and upon the Truſts and under the Proviſoes and Agreements hereafter declared; (That is to ſay,) to the intent and purpoſe that he the ſaid R. M. and his Aſſigns, ſhall and may immediately from and after the ſolemnization of the ſaid Marriage, to have and receive out of the ſaid Mannor, &c. and Premiſſes, the yearly Rent of, &c. for and during the joynt Lives of the ſaid C. Lord Viſcount M. and R. M. the ſame to

be paid at the four uſual Feaſts or days of payment in the year; (that is to ſay,) the Feaſt of, &c. by equal portions, without defalcation or abatement for Taxes, or for any other cauſe or thing whatſoever, the firſt payment to begin and be made on the, &c. next enſuing after the date of theſe preſents. And to the further intent and purpoſe, that when and as often as the ſaid Rents, or any of them, ſhall be behind or unpaid at the ſeveral days and times whereon the ſame or any of them are limited and appointed to be paid as aforeſaid, that then and ſo often it ſhall and may be lawful to and for the ſaid reſpective perſons to whom the ſaid Rents are reſpectively appointed and limited as aforeſaid, and to and for their reſpective Aſſigns, into or upon the Premiſſes, or any of them, or upon any part or parcel of them, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then, and there found, to lead, drive away and impound and in pound to detain and keep until they, every or any of them ſhall be reſpectively ſatisfied the ſaid reſpective Rents and the arrearages of the ſame reſpectively to be due, together with the Coſts and Damages to be ſuſtained by them or any of them. Provided always, and it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, and the true intent and meaning of them and every of them, and of theſe preſents is, That it ſhall and may be lawful to and for the ſaid, &c. from time to time, during the Term of his Natural life, notwithſtanding the ſaid H. Marqueſs, &c. L. H. &c. or any of them, their Executors or Aſſigns, ſhall be in poſſeſſion by virtue of the Limitations in theſe preſents, or that the ſaid F. Counteſs, &c. or any other ſhall be in poſſeſſion of the ſaid Mannor, &c. or Premiſſes, to make any Deviſe

A power to make Diſtreſs.

A power to make Leaſes.

or

or Deviſes, Leaſe or Leaſes of all and every or any of the ſaid Meſſuages, Lands, &c. and Premiſſes, heretofore uſually letten to Tenants for Old Rents, and not occupied in demeſn to any perſon or perſons, for one, two or three Lives in poſſeſſion, or for any number of years determinable upon one, two or three Life or Lives in poſſeſſion, or for one or two Life or Lives, or for any number of years determinable upon one or two Life or Lives by way of future intereſt or expectancy after any Eſtate or Leaſe for one Life, or determinable upon one Life then in being, or for one Life or any number of years determinable upon two Lives then in being, ſo as there be not at any time in poſſeſſion and reverſion, both Eſtates put together, any more than three Lives in being, or more than one and twenty years in poſſeſſion; or if a greater number of years, that then the ſame be determinable upon two or three Lives at moſt, and ſo as in and upon all and every the ſame Leaſes, Demiſes and Limitations, the old and accuſtomed yearly Rents and Services or more be reſerved, to be yearly paid during the ſame Terms, and ſhall and may continue due and payable during the ſeveral continuances of every of the ſaid ſeveral Demiſes and Leaſes, unto every ſuch perſon and perſons reſpectively as for the time being, ſhall have the immediate Reverſion, Remainder or Eſtate of and in the ſaid Premiſſes ſo hapning to be demiſed or leaſed, according to the true intent or meaning of theſe preſents, and ſo as none of the ſaid Demiſes or Leaſes ſo to be made as aforeſaid, be made diſpuniſhable of Waſte, and that all ſuch Demiſes or Leaſes as at any time or times after the ſuffering of the ſaid Recovery or Recoveries ſhall happen to be made by the ſaid C. Viſcount M.

as aforeſaid, ſhall be good and chargable in the Law to all intents, conſtructions and purpoſes, according to the tenor and effect of every of the ſame Demiſes or Leaſes, againſt all and every perſon and perſons before in theſe preſents mentioned, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them. And it is hereby further provided, agreed and declared, and the intent of all parties to theſe preſents is, That every of the ſaid Leaſes and Eſtates to be made by virtue of the ſaid Powers before mentioned, or any of them, ſhall take effect and ſtand good, according as the ſame ſhall in priority of time be made, one before the other, by force of the Powers or Proviſoes aforeſaid, and alſo that all the ſeveral and reſpective Leſſees, to whom any ſuch Leaſe or Leaſes ſhall be ſo made, their Executors and Aſſigns ſhall have, hold and enjoy the ſeveral parcels to be ſo to them leaſed as aforeſaid, during the continuance of their reſpective Intereſt and Eſtates, without being liable or ſubject unto any Diſtreſs, for or by reaſon of the Non-payment of any of the ſaid ſeveral Rents-charge before limited, granted and appointed, or to be hereafter limited, granted or appointed, by force and virtue of the Powers and Proviſoes hereafter mentioned, or any of them, it being the true intent and meaning of theſe preſents, that the ſaid reſpective Leaſes ſhall not be ſubject unto any Diſtreſs, but only for the reſpective Rents and Services reſerved upon the reſpective Leaſes and Eſtates. Provided always, and it is hereby further decreed and declared by and between all the ſaid parties, That it ſhall and may be lawful to and for the ſaid C. Viſcount M. at all times hereafter, during the Term of his Natural life, by any Writing or Writings, to be by him Sealed and Subſcribed in the

The Eſtates and Leaſes made according to the Powers, to take effect as the ſame ſhall be in priority.

And not to be ſubject to any diſtreſs for the Rents hereby granted.

A Power to charge Lands with a Sum of Money after his death.

the preſence of two or more credible Witneſſes, or by his laſt Will in writing, teſtified as aforeſaid, to grant, limit and appoint one yearly Rent, not exceeding the Sum of, &c. to be yearly iſſuing out of and charged upon the Premiſſes, or any part or parcel of the ſame for any number of years, not exceeding the number of, &c. for raiſing of any Sum or Sums of Money, not exceeding the Sum of, &c. the ſaid Rent not to commence or be payable until after the deceaſe of the ſaid C. Viſcount M. and the ſaid F. T. and the Survivor of them, the ſame to be paid at the four uſual Feaſts or days of payment beforementioned, by equal portions, without any defalcation or abatement to be made out of the ſame, for Taxes or for any other cauſe or thing whatſoever, the firſt payment to begin and be made on ſuch of the ſaid Feaſts as ſhall firſt happen, next after the deceaſe of the ſaid C. Viſcount M. and F. T. and the Survivor of them. Provided alſo, and it is hereby further agreed and declared by and between all the ſaid parties, That in caſe the ſaid R. M. ſhall happen to have Iſſue by the ſaid M. his intended Wife, one or more Sons, and alſo one or more Daughter or Daughters, That then it ſhall and may be lawful to and for the ſaid R. M. at any time during his Natural life, by any Writing or Writings to be by him Sealed and Subſcribed in the preſence of two or more Witneſſes, or by his laſt Will and Teſtament in writing, teſtified as aforeſaid, to grant one yearly Rent, not exceeding the Sum of, &c. to be yearly iſſuing out of and charged upon the ſaid Premiſſes, or any part or parcel of them for any number of years, not exceeding the number of, &c. for raiſing of any Sum or Sums of Money for the Portions and Proviſions of ſuch Daughter or Daughters, the ſaid yearly

A Power to grant an Annuity for Daughters.

Rents to be payable immediately after the deceaſe of the ſaid C. Viſcount M. and F. T. and the Survivor of them, the ſaid yearly Rent to be paid, as in the Proviſo aforeſaid. Provided alſo, and it is hereby further agreed and declared by and between all the ſaid parties, that it ſhall and may be lawful to and for him the ſaid R.M. in caſe he ſhall have Iſſue one or more younger Sons, by him begotten upon the Body of the ſaid M. his intended Wife at any time during his Natural life, by any Writing and Writings to be by him ſealed and ſubſcribed in the preſence of two or more Witneſſes, or by his laſt Will and Teſtament in writing, teſtified as aforeſaid, to grant, limit and appoint any yearly Rent or Rents unto ſuch younger Son or Sons, for and during the Term of the reſpective life or lives of ſuch Son or Sons, for his or their proviſion and maintenance, not exceeding the yearly Sum of, &c. to be limited for the proviſion and maintenance of any one of the ſaid younger Sons, the ſaid yearly Rents, not to commence and be payable till after the deceaſe of the ſaid, &c. (as in the Proviſo aforeſaid.) And it is hereby farther agreed and declared, That when and as often as the ſaid yearly Rents or any of them ſhall be behind and unpaid at any of the ſaid ſeveral days and times whereon the ſame or any of them are limited and appointed to be paid as aforeſaid, that then and ſo often it ſhall and may be lawful to and for the ſaid ſeveral and reſpective perſons to whom the ſaid Rents are or ſhall be reſpectively limited or appointed as aforeſaid, and to and for every of them, and to and for their reſpective Executors, Adminiſtrators or Aſſigns, into and upon the Premiſſes, or any of them, or upon any part or parcel of them, which is or ſhall be liable unto and charged

A power to give portions to younger Sons.

A power to make diſtreſs for non-payment.

ed with the payment of the ſame to enter, and the Diſtreſs and Diſtreſſes then and there found to lead, drive away and impound, and impounded to detain and keep until they and every or any of them ſhall be reſpectively ſatisfied the ſaid ſeveral and reſpective Rents, and the Arrearages of the ſame reſpectively due, together with the Coſts and Damages to be ſuſtained by them or any of them, by reaſon of the non-payment of the ſaid reſpective Rents and Arrearages, or any of them. And it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, That this Aſſurance and the Recovery or Recoveries to be ſuffered in purſuance of the ſame, ſhall not be conſtrued to extend to prejudice the power limited and reſerved unto the ſaid C. Viſcount M. for making Leaſes of ſuch parts of the ſaid Premiſſes as have been uſually letten, rendring the old Rents, &c. but that all other Powers and Authorities in and by the ſaid Indenture, or any other Indenture heretofore reſerved unto the ſaid, &c. or any other perſon in Truſt for him to charge the ſaid Premiſſes, with any Sum or Sums of Money for payment of Debts, for proviſion for younger Sons or Daughters, or for any other cauſe or thing whatſoever, excepting only ſuch Powers as are to him limited and reſerved by theſe preſents, are and ſhall be by theſe preſents, and the Recovery to be ſuffered in purſuance thereof abſolutely barred, releaſed and extinguiſhed. In witneſs, &c.

The Powers limited to make Leaſes as uſual, under the old yearly Rents, not to be prejudiced hereby; but all other former powers, except ſuch as are herein limited to be barr'd and extinguiſh'd.

A Deed of Exchange.

THis Indenture made, &c. Between W. C. of, &c. of the one part, and N. C. of, &c. of the other part. Whereas according to the intent and agreement of certain Indentures Quinquepartite, bearing date, &c. made between R. C. of, &c. and A. his Wife, of the firſt part; J. C. the younger, of, &c. Son and Heir of the ſaid J. C. the elder, and S. Wife of the ſaid J. C. the younger, of the ſecond part; the ſaid W. C. party to theſe preſents, one of the Sons of the ſaid J. C. the elder, and E. Wife of the ſaid W. C. of the third part; the ſaid N. C. party to theſe preſents, another Son of the ſaid J. C. the elder, of the fourth part; and W. S. of, &c. and T. C. of, &c. of the fifth part; and by virtue of the Fine mentioned therein and accordingly levied, the ſaid W. C. is lawfully ſeized of and in all that Meſſuage or Tenement ſituate, &c. And whereas the ſaid N. C. according to the intent and agreement in the ſaid Indenture Quinquepartite, and by virtue of the Fine aforeſaid, is in like manner ſeized of one other Meſſuage or Tenement, with the appurtenances, ſituate in, &c. as in and by the ſaid Indenture, relation being thereto had, may at large appear. And whereas the ſaid W. C. and N. C. are minded and willing to Exchange the ſaid Premiſſes one for another; (That is to ſay,) The ſaid N. to have the ſaid Premiſſes that belong to the ſaid W. and the ſaid W. to have the ſaid Premiſſes that belong to the ſaid N. Now this Indenture therefore witneſſeth, That the ſaid W. C. in Conſideration and in purſuance of the ſaid Exchange, and for the Sum of, &c. of lawful Money of *England*, to him the ſaid W. by the ſaid N. paid, the receipt whereof he the ſaid W. hereby acknowledgeth, and for other

Reference to an Agreement in an Indenture Quinquepartite.

other good Causes and Considerations, Hath exchanged, bargained, sold, aliened, transferred and confirmed, and by these presents doth exchange, grant, bargain, sell, alien, transfer and confirm unto the said N.C. his Heirs and Assigns, all that Messuage or Tenement, &c. and the Reversion and Reversions, Remainder and Remainders thereof, with all the Right, Title and Interest of the said W.C. thereto, To Have and to Hold the said Messuage or Tenement, late in the Tenure of,&c. and all other the Premisses thereto belonging, with the appurtenances, unto the said N. C. his Heirs and Assigns, to the only use of him the said N. his Heirs and Assigns, for ever. And the said N. C. in Consideration thereof, and for other good Causes and Considerations him thereunto moving, Hath exchanged, granted, bargained, sold, aliened, transferred and confirmed unto the said W. C. his Heirs and Assigns, all that Messuage or Tenement, with the appurtenances of him the said N. late in the tenure or occupation of, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and all the Right, Title and Interest of him the said N. thereto, To have and to holdthe said Messuage, &c. and all other the Premisses of him the said N. C. with the appurtenances, unto the said W.C. his Heirs and Assigns, to the only use of him the said W. C. his Heirs and Assigns for ever. And the said W.C. for him, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said N. C. his Heirs and Assigns, That he the said N. his Heirs and Assigns shall or may peaceably and quietly have, hold and for ever enjoy the said Messuage and Premisses, with the appurtenances to him the said N. bargained, exchanged and transferred as aforesaid, without

The first *Habendum.*

The second *Habendum.*

Covenant for peaceable enjoyment.

without the let, eviction or denial of the ſaid W.C. his Heirs, Executors or Adminiſtrators, or any other perſon or perſons lawfully claiming or to claim, from, by or under him or them; And that the ſaid W.C. and his Heirs, and all perſon and perſons lawfully claiming from, by or under him or them, ſhall and will at the reaſonable requeſt and at the Coſts and Charges of the ſaid N. C. his Heirs and Aſſigns, at any time or times during the ſpace of 5 years now next coming, make, do, acknowledge, execute and ſuffer, or cauſe or procure to be made, done, acknowledged, executed and ſuffered, ſuch further and other reaſonable act and acts, thing and things, for the further and better aſſuring and conveying of the Premiſſes hereby to him the ſaid N. bargained as aforeſaid, unto him the ſaid N. his Heirs and Aſſigns, as he the ſaid N. his Heirs and Aſſigns, or his or their Counſel learned in the Law ſhall reaſonably require, to be and enure to the only uſe of him the ſaid N. his Heirs and Aſſigns, and for or to no other uſe, intent or purpoſe whatſoever. And the ſaid N.C. for him his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid W. C. his Heirs and Aſſigns, by theſe preſents, That he the ſaid W. C. his Heirs and Aſſigns, ſhall or may peaceably and quietly have, hold and for ever enjoy the ſaid Meſſuage and Premiſſes to him the ſaid W. hereby bargained, exchanged and transferred as aforeſaid, without the let, eviction or denial of him the ſaid N.C. his Heirs, Executors, Adminiſtrators or Aſſigns, or any other perſon or perſons lawfully claiming, or to claim, from, by or under him or them. And that the ſaid W. C. and his Heirs, and all other perſon and perſons, and their Heirs, lawfully claiming or to claim from,

Mutual Covenants for further Aſſurance.

from, by or under him or them, ſhall and will, at the reaſonable requeſt, and at the Coſts and Charges of the ſaid W. C. his Heirs or Aſſigns, at any time or times during the ſaid ſpace of five years now next coming, make, do, acknowledge, execute and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered ſuch further and other reaſonable acts and things, for the further and better aſſuring and conveying of the Premiſſes to him the ſaid W. bargained and exchanged as aforeſaid, unto him the ſaid W.C. his Heirs and Aſſigns, as the ſaid W. his Heirs or Aſſigns, or his or their Counſel Learned in the Law ſhall reaſonably require to be and enure to the only uſe of him the ſaid W.C. his Heirs and Aſſigns, and to or for none other uſe, intent, behoof or purpoſe whatſoever. In witneſs, &c.

An Indenture of Covenants upon Marriage.

THis Indenture Tripartite, made, &c. Between A.B. of, &c. of the firſt part, C.D. of, &c. of the ſecond part, and E.F. of, &c. of the third part, Witneſſeth, That whereas it is intended and meant, that a Marriage ſhall ſhortly hereafter (by Gods permiſſion) be had and ſolemnized between the ſaid C. D. and K. S. one of the Daughters of the ſaid E. F. Now as well in Conſideration of the ſaid Marriage to be had and ſolemnized between the ſaid C. D. and K. S. as aforeſaid, as of the Sum of 1000 *l.* of lawful Money of *England*, for the Marriage Portion of the ſaid K. by the ſaid E. F. to the ſaid A. B. well and truly in hand paid, And for ſome competent proviſion and advancement to be had, aſſured and made, as well to and for the ſaid C. D. and Conſideration.

and the ſaid K. ſo intermarrying together for the Joynture of the ſaid K. as for the proviſion, preferment and livelyhood of ſuch Iſſue as ſhall be begotten between them the ſaid C. D. and the ſaid K. after their ſaid Intermarriage. And for the further ſetling, eſtating and aſſuring of all and ſingular the Meſſuages, Lands, Tenements and Hereditaments herein mentioned, in ſuch manner and form, and to ſuch uſes, intents, limitations, behoofs and purpoſes as herein after are expreſſed, limited and declared; It is hereby covenanted, granted, concluded, condeſcended unto and fully agreed upon, by and between all the ſaid parties to theſe preſents, and every of them in manner and form following. And the ſaid A.B. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, for the Conſideration aforeſaid, doth hereby covenant, grant and agree to and with the ſaid E.F. &c. and every of them, their and every of their Heirs, Executors and Adminiſtrators, That he the ſaid A.B. on or before, &c. next enſuing the date hereof, by one or more Fine or Fines to be duly paſſed and levied before the Juſtices of our Sovereign Lord the King, of his Highneſs Court of Common-Pleas at *Weſtminſter*, (whereupon the Proclamations ſhall or may be had, according to the Laws and Statutes of this Realm of *England* in that behalf made and provided, Between the ſaid E.F. Plaintiff and the ſaid A.B. deforceant, or by ſuch other lawful and reaſonable Conveyance and Aſſurance, as by the ſaid E.F. his Heirs and Aſſigns, or his or their Councel Learned in the Law ſhall be reaſonably deviſed, adviſed and required,) ſhall and will ſufficiently convey and aſſure, or cauſe to be ſufficiently conveyed and aſſured unto the ſaid E.F. &c. their Heirs and Aſſigns, all that Capital Meſſuage or

Covenant to levy a Fine, or other Aſſurance.

or Tenements, &c. And all other the Meſſuages, Lands, Tenements, Meadows, Paſtures, Grounds and Hereditaments whatſoever, with their appurtenances, of him the ſaid A. B. within the Towns, Pariſhes, Fields or Hamlets of W. S. and E. and in every or any of them, or elſewhere in the County of K. by ſuch convenient names, qualities and numbers of Acres as ſhall be thought fit in that behalf. And it is hereby alſo, for the Conſiderations aforeſaid, fully and abſolutely covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, That the ſaid Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances whatſoever, of, for, touching and concerning the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every or any of them to be had, levied, ſuffered or executed by and between the ſaid parties to theſe preſents, or any of them, or their or any of their Heirs, and the full execution of them and every of them ſhall be and enure, And that the ſaid Conuzees and their Heirs and Aſſigns ſhall thereof, and of every part and parcel of the ſaid Lands and Premiſſes, ſtand and be ſeized to the uſes, behoofs, intents and purpoſes herein after limited, expreſſed and declared; (That is to ſay,) To the uſe, intent and behoof that the ſaid C. D. and his Aſſigns, immediately from and after the ſaid Inter-marriage with the ſaid K. S. ſhall and may have perceive, receive, take and enjoy to his and their own uſe and behoof, during the Life of the ſaid A. B. one Annuity or yearly Rent-charge of 150 *l. per Annum* of lawful Money of *England*, to be iſſuing out of, in and upon all the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes before-mentioned in the Towns, Pariſhes, Fields and Hamblets of the ſaid W. and

The Uſes.

A Rent-charge to the Husband during his Fathers life.

and S. aforeſaid, in the ſaid County of K. and out of and upon the ſaid 40 Acres of Meadow in a Meadow aforeſaid, now or late in the Tenure of, &c. as aforeſaid: To Have and to Hold the ſaid Annuity or Annual Rent of 150 *l.* to him the ſaid C.D. and his Aſſigns, for and during his Natural life (if he the ſaid A. B. ſhall ſo long live) the ſame to be paid to him the ſaid C.D. and his Aſſigns, at the now dwelling-houſe of, &c. at the Feaſt of, &c. by equal portions. And if it ſhall happen the ſaid Annual or yearly Rent of 150 *l.* to be behind and unpaid in part or in all, by the ſpace of thirty days next over or after any of the ſaid Feaſts aforeſaid, on which the ſame ought to be paid as aforeſaid, That then it ſhall and may be lawful to and for the ſaid C.D. and his Aſſigns, into the ſaid Premiſſes, ſo as aforeſaid charged or chargable to or for the payment of the ſaid Rent or yearly Annuity as aforeſaid, or any of them from time to time upon every ſuch default or payment as aforeſaid, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found and taken, to take, lead, drive and carry away, and the ſame with him and them to compound, detain and keep, until he and they ſhall be of the ſaid Annuity or Rent, and of the Arrearages thereof, (if any ſhall be) fully ſatisfied and paid. And alſo further, to the uſe and behoof, intent and purpoſe, That ſhe the ſaid K. ſo Intermarrying with the ſaid C.D. ſhall and may from and immediately after the death of him the ſaid C. D. and thenceforth during the life of him the ſaid A.B. have, receive, perceive, take and enjoy to her and her Aſſigns, to her and their own uſe and behoof, for her then preſent livelyhood and maintenance, one Annuity or yearly Rent-charge of 150 *l.* of like Money, to be iſſuing, due

Place of Payment.

Diſtreſs for non-payment.

Annuity for the Wife.

due and payable out of, in and upon the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes afore-mentioned in W. S. and E. aforeſaid, ſo as aforeſaid by theſe preſents charged or chargable with and for the payment of the ſaid pre-mentioned Annuity or Rent-charge, unto and for the uſe and behoof of the ſaid C. D. To Have and to Hold the ſaid Annuity or Annual Rent-charge of 150 *l. per Annum* to the ſaid K. and her Aſſigns, for and during her Natural life as aforeſaid, if the ſaid A. B. ſhall ſo long live and not otherwiſe, nor in any other manner, To be paid to the ſaid K. and her Aſſigns, at the Feaſts of, &c. by even and equal portions, at the place of payment afore-mentioned, the firſt payment thereof to begin and be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen immediately after the death of the ſaid C. D. if the ſaid A. B. ſhall be then living, and if it ſhall happen the ſaid Annuity or yearly Rent to be behind and unpaid, in part or in all, by the ſpace of 40 days next over or after any of the ſaid Feaſt-days of payment thereof above-mentioned, on which as aforeſaid the ſame is limited, appointed and agreed to be paid, That then the ſaid A. B. his Executors and Aſſigns, ſhall and will forfeit and pay to the ſaid K. and her Aſſigns the Sum of, &c. for every 40 days, by which the ſaid Annuity ſhall be ſo unpaid as aforeſaid; And that upon every ſuch default of payment, as well of the ſaid Annuity or actual Rent of the ſaid Sum or Sums of Money ſo forfeitable, and to be from time to time forfeited as aforeſaid, it ſhall and may be lawful to and for the ſaid K. or her Aſſigns, into the ſaid Lands and Premiſſes ſo charged as aforeſaid, and into every or any part or parcel thereof, from time to time to enter and diſtrain, and the Diſtreſs

Diſtreſs.

Nomine pœnæ.

ſtreſs and Diſtreſſes then and there found to take, lead, drive and carry away, and the ſame with her and them to detain, impound and keep, until ſhe and they, as well of the Rent-charge and of the Arrearages thereof, if any be, as of the Sum or Sums ſo to be forfeited *Nomine pœnæ* as aforeſaid, ſhall be fully ſatisfied and paid. And for, touching and concerning the Freehold and Inheritance of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances in the ſaid County of K. which are ſo charged with the Annuities as aforeſaid, To the uſe and behoof of the ſaid A.B. and his Aſſigns for and during his Natural life, and after his deceaſe, then to the uſe and behoof of the ſaid C. D. and his Aſſigns for and during his Natural life; and after his deceaſe, then to the uſe and behoof of the ſaid K. if ſhe Intermarry with the ſaid C. D. and of her Aſſigns for and during her Natural life; And after their ſaid ſeveral deceaſes, then to the uſe and behoof of the firſt Son of the Body of the ſaid C.D. and of the ſaid K. between them to be begotten, and of the heirs Males of the Body of ſuch firſt Son lawfully to be begotten; And for default of ſuch Iſſue, then to the uſe and behoof of the ſecond Son of the Bodies of the ſaid C.D. and of the ſaid K. between them to be begotten, and of the heirs Males of the Body of ſuch ſecond Son to be begotten; And for default of ſuch Iſſue, then to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, eleven and twelfth Son or Sons of the Bodies of the ſaid C. D. and of the ſaid K. between them lawfully to be begotten one after another ſucceſſively and in order, as they ſhall be in Age and Seniority, and to the uſe of the

Settlement of the Freehold.

Heirs

Heirs of their ſeveral Bodies lawfully to be begotten reſpectively and ſucceſſively in order and courſe of Inheritance, one ſucceeding another, in ſuch manner and form as is of the ſaid firſt and ſecond Son aforeſaid, firſt limited and appointed; And for default of ſuch Iſſue Male, then to the uſe and behoof of the heirs Females of the Bodies of the ſaid C. D. and of the ſaid K. between them lawfully to be begotten; And for default of ſuch Iſſue, then to the uſe and behoof of the Heirs of the Body of the ſaid C. D. lawfully to be begotten; And for default of ſuch Iſſue, then to the uſe and behoof of the right Heirs of the ſaid A. B. the Elder for ever, and to or for none other uſe, intent, behoof or purpoſe whatſoever. And it is hereby fully and abſolutely agreed upon, condeſcended unto, and declared by and between all the ſaid parties to theſe preſents, That the ſaid Annuity ſo granted to and for the behoof of the ſaid K. as aforeſaid: And the ſaid Eſtate ſo made, paſſed, ſetled and aſſured for her uſe and behoof, out of, in and upon the ſaid Lands, Tenements, Hereditaments and Premiſſes, in ſuch ſort and manner as in theſe preſents afore-mentioned and agreed upon, are by the full agreement of all parties to theſe preſents agreed and condeſcended unto, to be and to ſtand for the full Joynture of the ſaid K. and for and in full recompence, barr, diſcharge and ſatisfaction of and for all Dower and Thirds, which the ſaid K. by and after her ſaid Intermarriage with the ſaid C. D. may or might after his deceaſe, by the Laws of this Land, have, challenge or demand out of or upon any Lands, Tenements or Hereditaments whatſoever of him the ſaid C. D. And for, touching and concerning all other the Freehold Lands, Tenements and Hereditaments of the ſaid A. B.

The Annuity and the Eſtate to be for the Joynture.

Settlement of other Lands not chargable with the Annuity.

in the ſaid Pariſhes of, &c. and every of them not before charged with the ſaid Annuity, nor conveyed or ſetled for the Joynture of the ſaid K. to the uſe and behoof of the ſaid A. B. for and during his Natural life, diſpaniſhable and without impeachment of or for any manner of Waſte; and after his deceaſe to the uſe and behoof of the ſaid C. D. and of the heirs Males of his Body to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid A.B. and of his Heirs for ever. And the ſaid A.B. for himſelf, his Heirs, Executors and Aſſigns, doth covenant, grant and agree to and with the ſaid E. F. &c. their Heirs, Executors and Aſſigns, and every of them by theſe preſents, That he the ſaid A. B. at the day of the date of theſe preſents, and at the time of the enſealing and delivery of the ſame, is and ſtanderh lawfully and ſolely ſeized of and in all and ſingular the ſaid Meſſuages, Lands, Tenements Hereditaments and Premiſſes of a good, ſure, perfect and abſolute Eſtate of Inheritance in Fee ſimple, without any Condition or Limitation or power of Revocation, or other power to alter, change or determine the ſame; and ſo ſhall and will ſtand and thereof continue and be ſeized until the ſaid Lands, Tenements, &c. with the appurtenances, be and ſhall be abſolutely ſetled and aſſured as aforeſaid, unto and in them the ſaid E.F. &c. and their Heirs, to the uſes and behoofs aforeſaid, according to the true intent and meaning of theſe preſents. And that all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their appurtenances, ſhall and may from time to time, and at all times hereafter, remain, continue, enure and be to the ſaid E.F. &c. and their Heirs and Aſſigns, to the uſes, intents and limitations herein

Father Covenants, That he is ſole ſeized.

Covenant, That the Premiſſes ſhall be free from Incumbrances.

herein before expreſſed and declared, without the lawful diſturbance or interruption of the ſaid A. B. his Heirs or Aſſigns, or any other perſon or perſons claiming, or which may claim any Eſtate or Intereſt therein or thereout, by, from or under him, them or any of them, or his, their or any of their Eſtate or Intereſt. And that the ſaid A. B. and his Aſſigns, ſhall and will for and during his Natural life, well and ſufficiently ſave and keep harmleſs and indempnified the ſaid Lands and Premiſſes, ſo charged or liable for and with the ſaid ſeveral Annuities of 150 *l.* and of and from one Annuity or Rent-charge of 24 *l. per Annum*, now or heretofore claimed out of the Premiſſes, by one T. G. Gent. and his Heirs. And the ſaid C. D. doth for him, his Heirs, Executors and Adminiſtrators, covenant and grant to and with the ſaid E. F. &c. their Heirs and Aſſigns, by theſe preſents, That the ſaid Lands and Premiſſes ſo charged with the ſaid Annuities or yearly Rent of 150 *l.* to and for the behoof of the ſaid K. as aforeſaid, ſhall be after the deceaſe of the ſaid C. D. for and during the Natural life of the ſaid K. if the ſaid Marriage take effect, and ſhe ſhall ſurvive him, well and ſufficiently ſaved and kept harmleſs, and indempnified of and from the ſaid Annuity or yearly Rent-charge of 24 *l.* now or heretofore claimed out of the Premiſſes by the ſaid E. F. his Heirs or Aſſigns. And laſtly, It is hereby covenanted, granted, concluded, declared and agreed by and between all the ſaid parties to theſe preſents, That the ſaid Fine and Fines, and all and every further Aſſurance and Aſſurances ſo as aforeſaid, or in any other manner or form to be hereafter had, made, acknowledged, ſuffered, levied, executed or done by and between the ſaid parties to theſe preſents,

Covenant, to indempnifie the Premiſſes from an Annuity of 24 *l.*

or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or of the ſaid Lands and Premiſſes, or any of them, ſhall be and enure, and ſhall for ever after the Execution thereof be adjudged, deemed and taken to be and enure, as well to and for the ſetling and aſſuring of the ſaid ſeveral mentioned Annuities, in and to the ſaid C.D. and K.S. and their Aſſigns reſpectively, in ſuch ſort as is aforeſaid, as to and for the eſtabliſhment and ſettlement of all and every the aforeſaid Meſſuages, Tenements and Hereditaments, unto the uſes, intents and purpoſes as before in and by theſe preſents are expreſſed, mentioned, limited and declared, and to and for none other uſe, intent or purpoſe whatſoever. Nevertheleſs, it is hereby agreed by and between all the ſaid parties to theſe preſents, and the ſaid A. B. doth hereby, for him and his Aſſigns, covenant, grant and agree to and with the ſaid E. F. &c. their Executors and Adminiſtrators by theſe preſents, That they the ſaid C.D. and K. S. after the end of 3 years next after their Intermarriage, ſhall or may, together with his, her and their Family, at their wills and pleaſures thenceforth, during the life of the ſaid A.B. cohabit and live, and have their abiding and dwelling with the ſaid A. B. in the ſaid Capital Meſſuage or Houſe in W. aforeſaid, in ſuch fit and convenient Rooms as the ſaid A.B. ſhall ſet out and appoint; And that in the mean time, during the pleaſure of the ſaid E. F. and of E. his Wife, the ſaid C. D. and the ſaid K. with their Children and two Servants, ſhall or may cohabit and live, and have their abiding and dwelling, and Diet with the ſaid E. F. and at his Charges. In witneſs, &c.

Enurement of all Aſſurances.

Agreement, That the Son and Daughter to live in part of the Capital Meſſuage.

An

An Aſſignment of a Leaſe to Feoffees in Truſt, upon a Marriage. Well drawn.

THis Indenture Tripartite, made, &c. Between A. B. the elder, of, &c. of the firſt part, and C. D. the younger of the ſecond part, and E. F. of the third part, Witneſſeth, That whereas the late Reverend Father in God T. Archbiſhop of *Canterbury*, by his Indenture of Leaſe bearing date, &c. made between him the ſaid Archbiſhop of the one part, and one H. C. of the other part, did demiſe and grant unto the ſaid H. and his Aſſigns, all that the Scite of the late Monaſtery of W. in the County of K. and the Mannor of W. and E. and divers Meſſuages, Lands, Tenements, Parſonages, Tithes, Royalties, Priviledges and Hereditaments in the ſaid County of K. as in and by the ſaid Indenture of Leaſe (relation being thereunto had) may be more particularly expreſſed and ſet forth; To Have and to Hold to the ſaid H.C. and his Aſſigns, for the Term of 99 years, from the Feaſt of, &c. then laſt paſt, before the date of the ſaid Indenture of Leaſe, to be accompted at and under the yearly Rent of, &c. to the ſaid Archbiſhop of *Canterbury* and his Succeſſors, therefore reſerved and payable, which Leaſe was duly Confirmed by the Dean and Chapter of *Canterbury*, as by the ſame Confirmation appeareth, the full, whole and entire Intereſt of which ſaid Leaſe, and of the ſaid Mannors, Lands and Premiſſes thereby demiſed, is ſithence by ſundry Means, Aſſurances and Conveyances in the Law, lawfully come unto and now abſolutely veſted and in poſſeſſion of the ſaid A. B. and of his Under-tenants, for and during all the reſidue of the years and Term pre-men-

Recital of a Leaſe by the Archbiſhop, and confirmed by the Dean and Chapter.

tioned therein now to come as aforesaid. And whereas (by Gods permission) a Marriage is shortly to be had and solemnized between the said C.D. and K.S. one of the Daughters of the said E.F. Now to the end, That the said Lease, Mannors, Lands and Leased Premisses, and the Rents, Benefits and Profits thereof may be hereafter disposed of, according to the Agreements and Trusts at this present, by and between the said parties to these presents agreed upon, and hereafter in and by these presents, according to their said Agreements more fully expressed; This Indenture further witnesseth, That the said A.B. for and upon the Confidence aforesaid, Hath granted, assigned and set-over, and by these presents doth grant, assign and set-over unto the said E. F. and, &c. his Wife, their Executors and Assigns, all and singular the said Scite of the said late Monastery of W. and all the Mannors, Messuages, Lands, Tenements, Parsonages, Tithes, Hereditaments and Premisses whatsoever, so demised unto the said H. C. as is aforesaid, and granted or assigned to the said A.B. by any Conveyance or Assurance, and every part and parcel thereof, with their appurtenances, And all the Estate, Right, Title, Interest, Term of years to come, Claim and Demand whatsoever of him the said A. B. of, in and to the said Premisses and every part and parcel thereof, by force, virtue or means of the said recited Indenture of Lease, and mean Assignments and Conveyances as aforesaid, or otherwise howsoever; To Have and to Hold the same unto the said E. F. and A. his Wife, their Executors and Assigns from henceforth, for and during all the rest and residue of the said Term of 99 years, by the said recited Indenture of Lease granted, yet to come and unexpired. Nevertheless, upon this special

Consideration.

Grant and Assignment.

Habendum.

Trust

Truſt and Confidence in them the ſaid E.F. and A. his Wife repoſed and hereby expreſſed, aſſented unto and declared; (That is to ſay,) That they the ſaid E. F. and A. his Wife, and the Survivor or Survivors of them ſhall and will permit and ſuffer the ſaid A.B. and his Aſſigns from henceforth from time to time during the ſaid Term, or ſuch part thereof as ſhall incur during his life, to hold and enjoy all the ſaid Mannors, Meſſuages, Lands and Premiſſes, and to have, receive and diſpoſe all and every the Rents, Iſſues and Profits of the ſame to his and their own profit and behoof abſolutely, without accompt or other demand therefore: And upon this further Truſt and Confidence, That if the ſaid A.B. ſhall hereafter marry within the ſaid Term of years yet to come of and in the Premiſſes, and ſhall afterwards depart this Life leaving his ſuch Wife a Widow behind him, That then they the ſaid E. F. and A. his Wife, and the Survivors and Survivor of them; and the Executors, Adminiſtrators and Aſſigns of the Survivors and Survivor of them, after the death of the ſaid A.B. out of the Rents, Iſſues and yearly Profits of the ſaid Leaſed Premiſſes, ſhall and will well and truly ſatisfie and pay to ſuch Wife as he the ſaid A.B. ſhall leave behind him, the yearly Sum of 100 *l.* of lawful Money of *England*, at two Feaſts, &c. within 30 days next after either of the ſaid Feaſts, by even and equal portions, for and during all ſuch the then reſidue of the ſaid Term as ſhall be unexpired and to come after the deceaſe of the ſaid A.B. (if ſuch Wife ſo to be taken or married by the ſaid A. B. ſhall ſo long live:) And upon this further Truſt and Confidence, That if any default of the payment ſhall be made unto ſuch Wife as the ſaid A. B. ſhall leave behind him of the ſaid 100 *l.* *per Annum*,

Truſt declared.

Of an Annuity in Truſt for a Joynture.

Annum, or of any part thereof, contrary to the form aforesaid, That then the said E. F. and A. his Wife, and the Survivor and Survivors of them, shall and will permit and suffer such Wife so surviving the said A. B. or her Assigns, to hold and enjoy the said Premisses for and during so many years of the said Term as she shall survive all and every the several Messuages, Tenements, Lands, Meadows, Pastures and other things hereafter expressed; (That is to say,) All the Messuages, &c. and all and all manner of Tithes, coming, growing and arising within the Parishes of, &c. and elsewhere in the said Mannor or late Dissolved Monastery belonging, which last mentioned Tithes, Lands and Premisses, are parcels of the Mannor, Messuages, &c. before, in and by these presents assigned and set-over, and are valued at 100 *l. per Annum*, or thereabouts, the same to be so by her held and enjoyed, freely and clearly acquitted and discharged, or by them the said E. F. and A. his Wife, or some of them, their or some of their Assigns, saved, defended and kept harmless of and from the said yearly Rent of 100 *l.* reserved by the said Lease, of and from all other charges whatsoever: And that all the rest of the said Lands and Premisses, and the Rents, Revenues, Issues, Benefits and Profits whatsoever, or of what kind soever of the said Leased Premisses, (the just Rents, Reprizals and Charges from time to time, to be issuing, due and payable for or out of the Premisses first deducted and allowed) shall as well after the decease of the said A. B. if he dye unmarried during the said Term, as after the decease of such Wives as the said A. B. shall at his death leave behind him respectively, from time to time, be and wholly remain to and for the sole use, benefit and behoof of

In default of payment, to enjoy the Lands.

of the ſaid C. D. during all ſuch part of the reſidue of the ſaid Term as he ſhall live, after the deceaſe of the ſaid A. B. and of ſuch his Wife reſpectively, if the ſaid C. D. ſhall ſo long live: And after the deceaſe of the ſaid C. D. then for and during the then reſidue of the ſaid Term, to the ſole uſe, truſt, benefit and behoof the heirs Males of the Body of the ſaid C. D. lawfully to be begotten: And if the ſaid C. D. ſhall die without Iſſue Male of his Body lawfully begotten, That then the ſaid E. F. and A. his Wife, and the Survivors and Survivor of them, and their Heirs and Aſſigns, ſhall and will after the ſeveral Deceaſes of the ſaid A. B. and of ſuch Wife as he ſhall marry and leave behind him reſpectively, for and during the then reſidue of the ſaid Term, permit and ſuffer the Daughters of the ſaid A. B. by J. S. his firſt Wife and their Aſſigns, or ſuch perſon or perſons as the ſaid A. B. in or by his laſt Will and Teſtament in Writing, or by any Writing to be teſtified by two ſufficient Witneſſes at the leaſt, ſhall nominate, limit and appoint, To hold and enjoy the ſaid Meſſuages, or Tenements and Farm of the Land and Premiſſes mentioned, to be in the Occupation of the ſaid W. C. and all the Tithes aforeſaid, which are in and by theſe preſents ſet-out and appointed for ſuch Wife as the ſaid A. B. ſhall leave behind him, which are valued at 100 *l. per Annum*, as aforeſaid, diſcharged and clearly ſaved harmleſs of the yearly Rent of 50 *l.* and all other Charges, as ſuch Wife ſhould have held the ſame, And ſhall further permit and ſuffer the Iſſues Female of the Body of the ſaid C. D. to hold and enjoy all the ſaid reſidue of the ſaid Mannors, Lands and Leaſed Premiſſes, and the Rents, Iſſues and Profits of the ſame, during all the

Truſt for the heirs Males.

For the Daughters.

And Iſſues Female.

the then reſidue of the ſaid Term. And the ſaid A.B. for him, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid E. F. and A. his Wife, their Heirs, Executors and Aſſigns by theſe preſents, That he the ſaid A. B. his Heirs, Executors or Adminiſtrators, ſhall and will endeavour, at his and their own proper Coſts and Charges, procure and obtain from ſuch perſon or perſons, in whom the Inheritance of the ſaid Leaſed Premiſſes, ſhall then be lawfully veſted and ſetled a new Leaſe good and ſufficient in the Law, to be made and paſſed for ſuch further and longer Term or increaſe of years or Lives as he conveniently can procure, of all and ſingular the ſaid Mannors, Lands and Premiſſes ſo as aforeſaid demiſed, or the ſaid recited Indenture of Leaſe. Which ſaid new Leaſe ſo to be obtained, ſhall be paſſed unto and in the Names of the ſaid A.B. or of the ſaid C.D. or of ſuch other perſon or perſons as the ſaid A. B. ſhall nominate and appoint, at and under ſuch Rents, Reſervations, Proviſoes and Covenants as can be in that behalf had and obtained: And it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, That ſuch new Leaſe and every other Eſtate, Leaſes and Eſtates which ſhall hereafter be ſo had, made, procured and obtained of the ſaid Mannors, Lands, &c. or of any part or parcel thereof, for any longer or greater Term or Terms, Eſtate or Eſtates, and the Rents, Iſſues and Profits thereof from time to time accruing, ſhall until ſome new Determination or Diſpoſition of the Truſt aforeſaid by the parties reſpectively, according to the true intent and meaning of theſe preſents, be had, received and taken, held and enjoyed, unto and by ſuch perſon and perſons, and to ſuch uſe and

Covenant to procure a new Leaſe.

The new Leaſe to be upon the ſame Truſts.

and uſes, and upon ſuch Truſt and Confidence, and in ſuch manner and form as before in and by theſe preſents the ſame are reſpectively limited and declared to be had and received, held and enjoyed: And it is alſo hereby further covenanted, concluded and agreed by and between all the ſaid parties to theſe preſents, And the ſaid A.B. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth hereby covenant and agree to and with the ſaid E. F. and A. his Wife, their Executors and Aſſigns by theſe preſents, That if the ſaid A. B. ſhall hereafter, at his own Charges, procure and obtain the ſaid Mannors, Lands, and Leaſed Premiſſes, or any part or parcel thereof, to be granted, paſſed or conveyed unto, or to the uſe of him or his Heirs in Fee farm, at the yearly Rent now payable therefore at any other Rent yearly, That then within 3 Months next after reaſonable Requeſt to him therefore to be made by the ſaid E.F. and A. his Wife, or any of them, or any of their Executors, Adminiſtrators or Aſſigns, he the ſaid A. B. and his Heirs, ſhall and will at his and their own proper Coſts and Charges, ſufficiently convey and aſſure the ſaid Mannor, Lands and Premiſſes, and every of them, with the appurtenances, to the uſe of him the ſaid A. B. for and during the Term of his Natural life, diſpuniſhable and without impeachment of Waſte; And after his deceaſe to the uſe of the ſaid C. D. and of the heirs Males of his Body lawfully to be begotten, ſaving, reſerving and aſſuring out of the ſame, unto the uſe of ſuch Wife as he the ſaid A.B. ſhall marry and leave behind him at the time of his deceaſe, for and during her Natural life only, and no longer, the ſaid Meſſuages, Farms and Tithes before-mentioned, to be of the value of, &c. which are before in and

If the Mannor be purchaſed, then to ſuch uſes.

and by theſe preſents ſet-out and appointed for ſuch Wife as aforeſaid: And for want of ſuch heirs Male of the Body of the ſaid C. D. lawfully to be begotten, Then for, touching and concerning the ſaid Meſſuages, Farms, Lands, &c. now in the Tenure of, &c. And the ſaid Meſſuage, &c. in the occupation of, &c. in and by theſe preſents aſſigned and ſet-over, valued together at, &c. *per Annum*, or thereabouts as aforeſaid, To the uſe and behoof of the Iſſues Females of the Body of the ſaid A. B. by the ſaid S. his late Wife, and of their Heirs, or of ſuch perſon or perſons as the ſaid A. B. in and by his laſt Will and Teſtament in Writing, or by any other Writing under his Hand and Seal, before ſufficient Witneſſes, ſhall nominate, limit and appoint. And for touching and concerning all and every the reſidue of the ſaid Mannors, Lands and Premiſſes ſo to be purchaſed, To the uſe of the Iſſues Female of the ſaid C. D. and of their Heirs for ever. Provided nevertheleſs, and it is hereby covenanted, granted and agreed by and between the ſaid parties to theſe preſents, That notwithſtanding the Term and Intereſt ſo as aforeſaid, hereby granted and aſſigned of and in the Premiſſes, and notwithſtanding any new Term or other Eſtate or Eſtates ſo of the ſaid Mannor and Premiſſes, in Fee-farm or otherwiſe as aforeſaid, to be procured, made and paſſed; It ſhall and may be lawful unto and for the ſaid A. B. at all times, from time to time, as well during the continuance of the ſaid pre-mentioned Leaſe now in being of the Premiſſes, as hereafter, whenſoever and at whatſoever time the ſaid A. B. ſhall procure any new Leaſe or Eſtate to him and his Aſſigns, or any other Eſtate to him and his Heirs in Fee-farm as aforeſaid, To ſettle, convey and diſpoſe unto and for the

Proviſo, to limit by his Laſt Will.

the uſe, benefit and beſoof of ſuch perſon and perſons, and in ſuch manner and form as the ſaid A.B. in or by his Laſt Will and Teſtamen in Writing, or by any other Writing to be by him Sealed and Subſcribed before two ſufficient Witneſſes at the leaſt ſhall limit or appoint, and unto their Heirs, Executors or Aſſigns reſpectively, according to the preſent Eſtate and Intereſt which ſhall then be in him the ſaid A.B. or in the ſaid perſons pre-mentioned, now hereby truſted, or hereafter to be truſted in the Premiſſes aforeſaid, all the Woods and Underwoods called M. Woods, R. P. Grove, and G. and the Lands and Soil of the ſame, containing together by eſtimation 100 Acres, &c. parcel of the ſaid aſſigned Premiſſes, &c. and ſeveral other Lands, &c. which laſt mentioned Premiſſes Sir F.C. Knight and Baronet, and Dame A. his Wife, late Wife of, &c. deceaſed, now held for and during all the reſidue of the ſaid Term of the ſaid Leaſe, Except the laſt year thereof in the right of the ſaid A. as part of her Joynture, if the ſaid Dame A. ſhall ſo long live: And the ſaid C. D. for him, his Heirs, Executors and Aſſigns, doth hereby covenant, grant and agree to and with the ſaid A.B. his Executors and Aſſigns, That if the ſaid A.B. ſhall ſo Eſtate or procure the ſaid Mannor, Lands, Tenements and Premiſſes, to be Eſtated and conveyed to the uſe of the ſaid C.D. and the Heirs of his Body, in manner and form as aforeſaid, That then he the ſaid C. D. within 6 Months next after the deceaſe of the ſaid A.B. ſhall and will well and truly ſatisfie and pay unto ſuch perſon and perſons as he the ſaid A. B. ſhall in his laſt Will and Teſtament in Writing, or by any other Writing under his Hand and Seal, limit and appoint the full Sum of 500 *l.* of lawful Money of *England*; And the ſaid A.B.

500 *l.* to be paid, if the Fee be ſetled.

A. B. doth hereby for him, his Heirs, Executors and Aſſigns, and for every of them, covenant, grant and agree to and with the ſaid C. D. his Heirs, Executors and Aſſigns, That if the ſaid A. B. ſurvive Seven years next after the date hereof, and ſhall not in the mean time procure the ſaid Eſtate of the ſaid Mannor and Premiſſes to be ſo paſſed in Fee-farm as aforeſaid, nor any longer or greater Term, of, into or out of the ſaid Mannor and Demiſed Premiſſes, and ſetling and conveying the ſame to the uſes before expreſſed and limited, That then the ſaid A. B. ſhall and will at the time of his deceaſe, freely give and leave unto the ſaid C. D. his Executors or Aſſigns, for and towards his further advancement, the full Sum of 500 *l.* of lawful Money of *England*, or the full value thereof in good perſonal Eſtate: And the ſaid E. F. and A. his Wife, for themſelves ſeverally, and for their ſeveral Executors, Adminiſtrators and Aſſigns, do hereby covenant, grant and agree to and with the ſaid A. B. his Heirs, Executors and Adminiſtrators, That they the ſaid E. F. and A. his Wife, or the Survivors or Survivor of them, his and her Executors and Aſſigns, ſhall and will at and upon the reaſonable Requeſt of the ſaid A. B. his Executors or Aſſigns, at and from time to time, upon and after reaſonable Requeſt, Notice and Warning, lawfully ſurrender and yield up all their Term and Intereſt herein by theſe preſents granted, of, in and unto the ſaid Demiſed Premiſſes, To the intent and purpoſe, and upon this Special Truſt and Confidence by and between all the ſaid parties to theſe preſents, repoſed and hereby agreed upon, expreſſed and declared, (That is to ſay) That the ſaid A. B. ſhall and will within 3 Months after ſuch Surrender, procure, obtain and take a new Leaſe, Grant

If no new Leaſe be procured, or Fee-farm paſſed, then 500 *l.* to be left at his death in lieu thereof.

Upon ſurrender of the old Leaſe and taking a new, Covenant to limit the new to and on the ſame Truſt.

Grant or Eſtate, good and ſufficient in Law, as Counſel ſhall adviſe, according to the purpoſes and intents before expreſſed of the Premiſſes, at and under ſuch Covenants, Reſervations and Agreements as ſhall be obtained. And that the ſaid A. B. his Executors or Aſſigns, ſhall and will within 60 days next after ſuch new Eſtate or greater Term ſo procured, obtained and granted as aforeſaid, of the Premiſſes, well and ſufficiently re-grant, convey, aſſign and aſſure the ſaid Premiſſes (ſo intended to be new Leaſed) to the ſaid E. F. and, &c. or to the Survivors or Survivor of them, to and upon the like uſes, limitations and truſts as are herein before mentioned, limited and declared, and to or for none other uſe, behoof or truſt whatſoever. And if the ſaid A. B. ſhall depart this life before any ſurrender of the ſaid Leaſe of the Premiſſes now in being ſhall be had or made; yet nevertheleſs to the intent and purpoſe, That as well the ſaid recited Leaſe of the ſaid demiſed Premiſſes may be ſurrendred in convenient time, and that a greater or longer Term or Eſtate of the Premiſſes may be had and procured, and that every other Leaſe or Eſtate which ſhall or ought, by the true intent and meaning of theſe preſents, and of the parties hereto be in like manner hereafter procured and taken of the Premiſſes, ſhall and may in like ſort be ſurrendred up again in convenient time anew, and greater and longer Terms or Eſtates to be made, granted and procured of the Premiſſes, according to the true intent and meaning of theſe preſents; It is hereby agreed, condeſcended unto, and declared by and between all the ſaid parties to theſe preſents, that in caſe the ſaid A. B. do or ſhall deceaſe before any Surrender, or longer or greater

Term

Term or Eſtate of the Premiſſes be procured or made, That then the ſaid E. F. and, &c. and the Survivors and Survivor of them, his and their Executors and Aſſigns, (if the ſaid Marriage between the ſaid C.D. and K.S. ſhall take effect) ſhall and will at all times after the deceaſe of the ſaid A.B. at the end of ſeven years now next coming, upon reaſonable Requeſt of the ſaid C.D. or of ſuch other perſon or perſons, to or for whom the preſent uſe and benefit of the Premiſſes, according to the intent and limitations herein declared, ſhall then be, compound for, and take a new Leaſe or longer or greater Term, Eſtate or Eſtates of the Premiſſes, in the name of the ſaid C. D. or of ſuch other perſon or perſons as the ſaid C. D. ſhall therefore nominate and appoint, to the uſes, truſts and purpoſes before limited and declared, at and under ſuch reſervations of Rents, Covenants and Agreements as ſhall be reaſonably agreed upon with ſuch perſon or perſons as ſhall then be enabled to make the ſaid new intended Leaſe: And that for and in Conſideration thereof, and to enable him for the procuring and paſſing thereof, The ſaid E. F. and, &c. their Executors and Aſſigns, ſhall and may ſatisfie and pay themſelves, by way of defalcation and recompence out of the firſt Moneys, iſſues and Profits ariſing upon, or to be raiſed out of or by the ſaid leaſed Premiſſes (all and every ſuch neceſſary Charges and Expences for the Fine or Fines procuring, and paſſage of any ſuch greater or longer Eſtate or Term of the Premiſſes, and for the Rents thereof and other duties belonging to the ſame Premiſſes, as they or any of them ſhall from time to time, or at any time, pay diſburſe, expend or be put unto, for the ſaid procuring and paſſing the ſaid Leaſe, or further Eſtate ſo to be pro-

The charge of Renewing to be defalked out of the Profits.

procured by them as aforeſaid, not charging the intended Joynture or Eſtate hereby intended to or for the behoof of ſuch Wife, as the ſaid A.B. ſhall leave behind him, with any part of the ſaid Money ſo to be diſburſed or paid for or by reaſon of the Premiſſes. And the ſaid A.B. for him, his Executors and Aſſigns, doth hereby covenant and agree to and with the ſaid E. F. and, &c. their Executors and Aſſigns, That he the ſaid A. B. his Executors and Aſſigns, ſhall and will for and during ſo much of the before-mentioned Term as he ſhall live, pay and diſcharge all Rents, Reverſions and other payments, of and for the Premiſſes reſerved or payable, for, upon or by reaſon of the ſaid Leaſe now in being, and thereof, and of and from all other Payments, Troubles, Charges and Incumbrances, for, upon or concerning the ſaid Premiſſes, or any Clauſe or Covenant concerning the ſame, or which ſhall happen or grow during the ſaid Term, if he ſhall ſo long live, ſhall and will ſave, defend and keep harmleſs and indempnified (ſo much as in him lieth) the ſaid E. F. and, &c. their Executors, Adminiſtrators and Aſſigns, and every of them. In witneſs, &c.

Covenant to pay the Rents reſerved.

Indentures of Covenants upon Marriage, and for ſecuring Daughters Portions, left by the Will of their Father.

THis Indenture Tripartite, made, &c. Between A. B. of, &c. of the firſt part, and C.D. of *London*, Widow, late the Wife, and now Executrix of the Laſt Will and Teſtament of A. D. late of *London*, Merchant deceaſed on the ſecond part, and E.F. of, &c. parties and perſons eſpecially nominated and truſted by the ſaid C. for and on the behalf as well of her ſelf, as on the behalf of A.E. L.E. and K. Children of the ſaid Knight deceaſed, and of the ſaid C. party to theſe preſents, on the third part, Witneſſeth, That whereas in and by the Laſt will and Teſtament of the ſaid A. the Father, there is given unto and amongſt all the ſaid Children, for their Legacies and Portions, the full Sum of, &c. (*viz.*) To the ſaid A. the Sum of, &c. and to the ſaid E. &c. and to the ſaid L. the Daughter, and K. &c. apiece, and to the ſaid E. &c. only. And whereas the ſaid C. the Mother being willing, that the Portion of the ſaid E. ſhould be equal with her ſaid other Siſter, hath in her pure Widowhood, out of her own Eſtate, given her ſaid Daughter, with the conſent of the ſaid N. the Sum of, &c. And whereas there is a Marriage (by God's Grace) ſhortly to be had and ſolemnized between the ſaid A. B. and the ſaid C.D. parties to theſe preſents, which if it ſhall take effect, the ſaid A. B. ſhall thereby be entituled unto and may demand, as in her Right, all the perſonal Eſtate, Goods and Chattels of the ſaid C. the Mother: And yet nevertheleſs it is truly meant and intended by all the ſaid parties to theſe preſents, That part of the Eſtate

Eſtate of the ſaid C. the Mother, ſhall be diſpoſed of to ſuch perſons, and in ſuch ſort as in and by theſe preſents is hereafter particularly expreſſed. Now therefore this Indenture Witneſſeth, That with the conſent and full Agreement of the ſaid A. as well the ſaid Sums of, &c. as alſo the ſaid, &c. more ſo given by the ſaid C. the Mother, to her ſaid Daughter E. as aforeſaid, are before the enſealing and delivery hereof, delivered unto the ſaid E. F. &c. by aſſignment of Debts mentioned in the firſt Schedule or Inventory indented, hereto annexed, To this intent and purpoſe, and upon this ſpecial Truſt and Confidence in them and every Truſt. of them repoſed, That they or the Survivor of them, or the greater number of them, ſhall with all convenient ſpeed, with the advice and conſent of the ſaid A. beſtow and diſburſe the ſame, to and for the beſt benefit, profit and advantage of the ſaid Five Children, or of the Survivors or Survivor of them, until ſuch ſeveral times reſpectively as their ſeveral Legacies or Portions are to be paid unto every the ſaid ſeveral Children, by the Laſt Will and Teſtament of their late deceaſed Father. And it is concluded and agreed by and between the ſaid parties to theſe preſents, That the benefit, profit and proceed of the ſaid Portions over and above the ſaid Principal of the ſaid Sum of, &c. ſhall be from time to time, after receipt thereof, or of any part thereof, paid into the hands of the ſaid A. B. To this intent and purpoſe, that out of the ſame the ſaid A. having firſt allowed unto himſelf, and to his own uſe, for the Diet, Board, Cloathing, Teaching, Maintaining and Educating of ſo many of the ſaid Children as ſhall be living during the firſt Five years now next enſuing the date hereof, the Sum of, &c. *per Annum*

Maintenance Money.

Annum for every of the ſaid Children. And the ſaid firſt Five years are expired, the Sum of 20*l.* *per Annum* for ſo many of them as ſhall from time to time be living, all the reſidue and remainder of the ſaid benefit, profit and proceed, and every part thereof, ſhall be and remain in the hands of the ſaid A. as Money to be added and put to the ſaid Childrens Portions, and in ſuch ſort as the ſaid E. F. &c. or the greater number of them ſhall think fitteſt to employ the ſame: And that in the mean time, for ſo long as the ſaid reſidue and remainder of the ſaid benefit and proceed ſhall remain in the hands of the ſaid A. He the ſaid A. ſhall pay and allow unto the ſaid Children, or to the Survivors or Survivor of them, after the rate of 6 *per Cent.* to every one of them, his and her ratable part thereof, according to the proportion of his, her and their part of and in the ſaid Portions, which he the ſaid A. doth for him, his Executors, Adminiſtrators and Aſſigns, covenant grant and by theſe preſents, to and with the ſaid E. F. and, &c. and every of them, their and every of their Executors and Aſſigns, by theſe preſents, from time to time to pay and perform. And for, touching and concerning ſome part of the reſidue of the ſaid Teſtator's Eſtate, The ſaid A. B. doth hereby acknowledge, that with his conſent and agreement the full Sum and Value of, &c. is before the enſealing hereof, delivered into the hands and poſſeſſion of the ſaid E. F. and, &c. in Goods and by Aſſignment of Debts, ſpecified in the ſecond Schedule or Inventory indented hereunto likewiſe annexed, To the end, intent and purpoſe that the ſame ſhall be as ſpeedily as may be laid out in the purchaſe of Lands, Tenements and Hereditaments, which ſhall be ſetled and conveyed to the

Overplus to be addition to the Portions.

Father-in Law to allow 6 *l.* *per Cent.* for what remains in his hands.

Money to be laid out in the purchaſe of Lands.

the uſe and behoof of the ſaid A. and C. the Mother, for and during their Natural lives, and after both their Deceaſes, to the uſe and behoof of the Heirs of their two Bodies lawfully to be begotten; And for default of ſuch Iſſue, to the uſe of the Heirs of the Body of the ſaid C. the Mother lawfully begotten; and for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid C. the Mother for ever. And moreover it is further covenanted and agreed by and between all the parties to theſe preſents, That if the Goods, Wares and Merchandizes, mentioned and expreſſed in the ſecond Schedule hereunto annexed, ſhall not upon Sale thereof amount unto the ſaid Sum of, &c. That then the ſaid A.B. his Executors or Aſſigns, ſhall and will within 30 days next after requeſt therefore to be made, well and truly ſatisfie and pay unto the ſaid E.F. and, &c. or ſome of them, their or ſome of their Executors or Aſſigns, to the uſes aforeſaid, ſo much lawful Money of *England*, as together with the Money for which the ſaid Goods and Merchandizes ſhall be ſold for, ſhall amount unto the Sum of, &c. of lawful Money of *England*. And it is abſolutely agreed by and between all the ſaid parties to theſe preſents, for themſelves, their Executors and Adminiſtrators, That if the Goods and Merchandizes in the ſaid ſecond Schedule hereunto annexed pre-mentioned, ſhall be ſold for more than the Sum of, &c. of lawful Money of *England*, That then all ſuch Overplus of Money as ſhall be ſo received and had for the ſame, over and above the ſaid Sum of, &c. ſhall be paid and delivered unto the ſaid A.B. his Executors or Aſſigns, within 30 days next after Requeſt in that behalf to be made. And moreover the ſaid A.B. for him, his Executors and Adminiſtrators,

If the Goods fall ſhort, the Father to make up.

If the Goods come to more, the Father to have it.

doth covenant, grant and agree to and with the ſaid E. F. and, &c. their Executors and Adminiſtrators by theſe preſents, That if the ſaid A. ſhall dye or deceaſe out of this World and leave the ſaid C. him ſurviving, having no Iſſue by her, Then the ſaid A. B. ſhall and will by his Laſt Will and Teſtament, or ſome other good Conveyance and Aſſurance in the Law, give and leave her the ſaid C. party to theſe preſents, her Heirs and Aſſigns, as large and great Eſtate as he ſhall have and receive with her by means of her Intermarriage, Excepting the Sum of,&c. which is agreed to be laid out in Lands, Tenements and Hereditaments to the uſes aforeſaid, together with the full Third part of all the Eſtate, as well real as perſonal, of the ſaid A. B. whereof he ſhall be ſeized at the time of his deceaſe. And the ſaid A. B. covenants and grants, for him, his Executors and Adminiſtrators, to and with the ſaid E. F. and, &c. their Executors and Adminiſtrators by theſe preſents, That he the ſaid A. ſhall not at any time hereafter, by any manner of ways or means, alter or diſcontinue any of the ſaid Eſtates herein limited to any perſon or perſons whatſoever. In witneſs,&c.

If the Father dye before his Wife without Iſſue, then to leave her, &c.

Wm Pemberton
Newbury
Cor Paw Berks

A

A Deed of Feoffment upon a Marriage, for the ſetling a Joynture.

THis Indenture, made, &c. Between J. S. &c. on the one part, and J. R. the elder, and J. R. the younger on the other part, Witneſſeth, That the ſaid J. S. as well for and in Conſideration of a Marriage ſhortly (by Gods permiſſion) to be had and ſolemnized between the ſaid J. S. and A. Daughter of the ſaid J. R. the elder, and for the love and affection which he beareth to the ſaid A. and for the making proviſion of ſome part of the Eſtate in Joynture to her the ſaid A. if ſhe ſhall ſurvive the ſaid J. S. As alſo in Conſideration of the Sum of 3000 *l.* of lawful Money of *England*, to be paid by the ſaid J. R. the elder, for the Portion of the ſaid A. as hereafter is mentioned, Hath granted, enfeoffed and confirmed, and by theſe preſents, Doth for him and his Heirs, grant, enfeoff and confirm unto the ſaid J. R. the elder and J. R. the younger, and their Heirs, All that Scite and Capital Meſſuage and Mannor Houſe of P. (*prout, &c.*) Except only ſuch part of the ſaid Mannor and Premiſſes as hath been heretofore conveyed unto the uſe of A. Mother of the ſaid J. S. for the Term of her life, which was made unto her by the ſaid J. S. for her Joynture, and ſetled and conveyed unto, or to her uſe in and by one pair of Indentures, bearing date, &c. made between, &c. relation being thereunto had may appear: To Have and to Hold the ſaid Scite, &c. (Except before Excepted) unto the ſaid J. R. the elder, and J. R. the younger, and unto their Heirs, to the uſes, intents and purpoſes hereafter in theſe preſents expreſſed, limited and declared; (That

Portion 3000 *l.*

Grant of the Premiſſes.

Exception.

Habendum.

Uſes.

is to ſay,) to the uſe and behoof of the ſaid J. S. and his Heirs, until the ſaid Marriage ſhall be had and ſolemnized. And after the ſaid Marriage ſhall be had and ſolemnized, then to the uſe and behoof of the ſaid J. S. and the ſaid A. Daughter of the ſaid J. R. the elder, for and during their Natural lives, and the Natural life of the longer liver of them: And from and immediately after both their deceaſes, then to the uſe and behoof of the Heirs of their ſaid two Bodies between them lawfully to be begotten; And for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid J.S. for ever. And it is mutually covenanted, granted, concluded and fully condeſcended and agreed by and between the ſaid parties to theſe preſents, for themſelves, their Heirs, Executors and Adminiſtrators, That in Conſideration of the ſaid Marriage, to be had and ſolemnized as aforeſaid, the ſaid J. R. the elder ſhall and will give and diſburſe for the Marriage Portion of his ſaid Daughter the Sum of 3000 *l.* of lawful Money of *England*, to be laid out for and upon the purchaſe of Lands to the beſt value within one year next coming, or ſooner, if the ſame may be procured, and that ſo much of the ſame Lands ſo to be purchaſed as ſhall make up the Lands hereby conveyed for the Joynture aforeſaid, the full value of, &c. *per Annum*, over and above all Charges and Reprizes whatſoever, ſhall for the further increaſe of the ſaid augmentation of the Joynture of the ſaid A. Daughter of the ſaid J. R. the elder, be conveyed and aſſured to the uſe of the ſaid J. S. and the ſaid A. for and during their Natural lives, and the Natural life of the longer liver of them; And from and after both their deceaſes, to the uſe and behoof of the Heirs of their two Bodies between them lawfully

To the only uſe of J. S. till Marriage.

After to the joynt Lives of the ſaid J. S. and A. and to the Heirs of their Bodies.

And for default, to the right Heirs of the ſaid J.S.

The Portion to be laid out in Land.

The Uſes.

lawfully to be begotten; and for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid J. S. for ever. And further, it is mutually covenanted, granted, condeſcended and agreed by and between the ſaid parties to theſe preſents, for themſelves, their Heirs, Executors and Adminiſtrators, That until Lands ſhall be purchaſed as aforeſaid, to the uſes before expreſſed, according to the true intent and meaning of theſe preſents, It ſhall and may be lawful unto and for the ſaid J. R. the elder, his Executors and Adminiſtrators, without any let, challenge, claim, denial, Interruption or other Impediment, of or by the ſaid J. S. his Executors, Adminiſtrators or Aſſigns, to keep and detain in his and their hands, cuſtody or poſſeſſion, the ſaid Sum of, &c. agreed to be given for the Marriage Portion of the ſaid A; and that if the ſame Lands ſhall not be purchaſed and aſſured to the uſes aforeſaid, between this and the Feaſt of, &c. next coming, That then from and after that time, the ſaid J. R. the elder, his Executors or Aſſigns, ſhall allow to the ſaid J. S. and A. for their better livelyhood and maintenance for the ſaid Portion-Money ſo kept in his hands after the rate of 7 *l. per Cent. per Annum*, until the ſame ſhall be laid out and be beſtowed in Lands to the uſes and purpoſes aforeſaid. And further, That if after the ſaid Marriage had and ſolemnized, the ſaid J. S. ſhall dye or deceaſe out of this World, before the ſaid Lands ſhall be purchaſed and ſetled to the value and uſes before expreſſed, and leave the ſaid A. ſurviving, That then the ſaid J. R. the elder ſhall and will pay or cauſe to be paid unto the Executors or Adminiſtrators of the ſaid J. S. or unto ſuch other perſon or perſons as he the ſaid J. S. ſhall under his Hand and Seal in Writing, or by his Laſt Will and Teſta-

Till purchaſe of the Lands, to keep the Marriage Portion in his hands.

And to allow Intereſt.

If the Husband dye before the Lands purchaſed by the Wives Father, to pay half the Money to ſuch perſons as he ſhall appoint.

Teſtament, to be teſtified by two or more credible Witneſſes, limit and appoint the one Moiety or half of the ſaid 3000 *l.* or the Moiety of ſo much thereof as ſhall not be then before laid out for the purchaſe of Lands to the uſes aforeſaid: And that then alſo it ſhall and may be lawful unto and for the ſaid J. R. the elder, his Heirs or Aſſigns, without the let, challenge or interruption of the ſaid J. S. his Executors or Adminiſtrators, to detain and keep in his cuſtody or poſſeſſion to the uſe of the ſaid A. his Daughter, the other Moiety or half of the ſaid 3000 *l.* for and towards her future advancement, or the Moiety of ſo much thereof as ſhall not be before that time laid out and disburſed for the purchaſe of Lands, which ſhall be aſſured and ſetled to the uſes aforeſaid. And moreover, That then alſo he the ſaid J. S. ſhall give and leave unto the ſaid A. ſo much other Lands as ſhall make up the Joynture by theſe preſents, aſſured to the full value of, &c. *per Annum* over and above all Charges, Deductions and Reprizes whatſoever. In witneſs, &c.

Mr Hall of
Nuobary
Devs
Mr Hall

An

An Aſſignment of a Leaſe to Feoffees in Truſt, upon a Marriage, for Wife and Children.

THis Indenture made, &c. Between H.G. &c. Executor of all and ſingular the Goods and Chattels of M. his late Wife, deceaſed, of the one part, and R.W. of the other part, Witneſſeth, That whereas the Lady E. Counteſs of L. by her Indenture of Leaſe bearing date the, &c. (*prout, &c.*) And whereas alſo the ſaid Lady E. Counteſs of L. by one other Indenture of Leaſe bearing date, &c. (*prout, &c.*) ſince which time the ſaid M.G. is deceaſed, and the Adminiſtration of the Goods and Chattels of the ſaid the ſaid M. is committed unto the ſaid H. G. her late Husband, by force whereof he the ſaid H. G. at the time of their enſealing and delilivery of theſe preſents, of the ſaid Leaſes, Meſſuages or Tenements and Premiſſes thereby reſpectively demiſed, ſtandeth lawfully poſſeſſed for the reſt and reſidue of the ſeveral and reſpective Term and Terms of years yet to come and unexpired. Now this Indenture further Witneſſeth, That the ſaid H. G. for and in Conſideration of a Marriage ſhortly to be had and ſolemnized, by Gods permiſſion, between the ſaid H. and W.M. Daughter of the ſaid R. and for the advancement, preferment and ſupportation of living of her the ſaid M. and of ſuch Iſſue as between the ſaid H. and M. ſhall be lawfully begotten, and for divers other good Cauſes and Conſiderations him hereunto moving, Hath granted, aſſigned and ſet over, and Grant. by theſe preſents Doth fully, clearly and abſolutely grant, aſſign and ſet over unto the ſaid R.W. &c. the ſaid recited Leaſes and Indentures

of

of Leaſe, and every of them, and all the ſaid Meſſuages, Tenements and Premiſſes, and all Rents and yearly Profits, received or payable upon any Leaſe or Leaſes granted or made of the Premiſſes by the ſaid H.G. and of every part thereof, together with all and every Under Leaſe and Leaſes ſo by him made or granted;

Habendum. To Have and to Hold the ſaid Meſſuages or Tenements, and all and ſingular other the aſſigned or granted Premiſſes, and every part thereof, with the appurtenances, unto the ſaid R.W. &c. their Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, for and during all the reſt and reſidue now ſeverally and reſpectively to come and unexpired, of the ſeveral and reſpective Term and Terms of years, in or by the ſaid ſeveral recited Indentures of Leaſe ſeverally and reſpectively mentioned and granted, in as large and ample manner and form as the ſaid H.G. his Executors, Adminiſtrators or Aſſigns, or any of them now doth hold, or might, ſhould or ought to have, hold and enjoy the ſame, or any part or parcel thereof.

Truſt. Nevertheleſs upon the ſpecial Truſt and Confidence in them repoſed by the ſaid H. G. That they the ſaid R. W. &c. and the Survivors and Survivor of them, ſhall and may have, take, receive and keep the Rents, Iſſues and Profits of the ſaid Meſſuages, or Tenements and Premiſſes in their own hands, To the intent they may from time to time give and diſpoſe the ſame to and for the uſe and benefit of the ſaid M. and her Aſſigns, if ſhe ſhall ſurvive the ſaid H. And if ſhe ſhall not ſurvive the ſaid H. Then to and for the benefit and behoof of ſuch Child or Children as ſhall be between them the ſaid H. and M. lawfully begotten. And further, upon this further Truſt and Confidence,

That

That if the ſaid M. W. ſhall dye or deceaſe out this World without Iſſue of her Body lawfully begotten, and leave the ſaid H. ſurviving, That then within 6 Months next after her deceaſe, they the ſaid R. W. &c. or the Survivors or Survivor of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid H. his Executors or Aſſigns, ſo much of the Rents, Iſſues and Profits of the Premiſſes, as they or any of them ſhall then have and receive, and ſhall not before the deceaſe of the ſaid M. have paid and diſpoſed to and for the uſe and benefit of the ſaid M. And that then and in ſuch caſe they and the Survivors of them, or the Executors or Adminiſtrators of the Survivors of them, ſhall at the requeſt and at the coſts and charges of the ſaid H. aſſign, ſurrender and ſet-over the ſaid recited Leaſes, and all and every of their Eſtate, Right, Title, Intereſt, Term and Terms of years then to come, claim and demand whatſoever, unto the ſaid H. G. his Executors, Adminiſtrators or Aſſigns, or to ſuch other perſon or perſons as he or they, or any of them ſhall therefore nominate and appoint, in ſuch manner and form as by the ſaid H. his Executors or Aſſigns, or his or their Counſel Learned in the Law ſhall be reaſonably deviſed, or adviſed and required, diſcharged or ſaved harmleſs of and from all former Bargains, Leaſes, Aſſignments, Surrenders, Titles, Troubles, Charges and Incumbrances whatſoever, to be then before had, made, committed or done by them the ſaid R. W. &c. or any of them. In witneſs, &c.

A Deed of Revocation of Uſes, and Declarations of new Uſes.

TO all People to whom this preſent Writing Indented ſhall come, K.S. of, &c. ſendeth Greeting. Whereas in and by one Indenture bearing date, &c. made between the ſaid K.S. of the one part, and W.H. and R.S. of the other part, reciting or mentioning therein, That whereas the ſaid K.S. then ſtood and was ſeized in her Demeſn as of Fee-Tail; (That is to ſay,) To her and the Heirs of her Body begotten, of and in one Annuity or yearly Rent of 40*l.* of lawful Money of *England*, iſſuing and going out of Two parts of the Mannor of L. in the County of G. and Two parts of other the Lands, Tenements and Hereditaments of R. B. Eſq; lying and being in L. aforeſaid, or ſome of them; It was covenanted, granted, concluded, condeſcended unto and agreed by and between the ſaid parties to the ſaid Indentures, That for the Conſiderations therein mentioned, ſhe the ſaid K.S. ſhould and would before the Kings Juſtices of His Majeſties Court of Common-Pleas at *Weſtminſter*, in due courſe of Law, levy one Fine *Sur Conuzance de droit come ceo, &c.* unto the ſaid W.S. and R.S. and to their Heirs, or one of them, whereupon Proclamations ſhould or might be had or made according to the form of the Statute in that behalf made and provided, of the ſaid Annuity or yearly Rent of 40*l.* and of all and every other Annuities or yearly Rent and Rents of 40*l.* of her the ſaid K.S. iſſuing and going out, or to be received, perceived, taken or had of him, or out of the ſaid Mannor of L. and other the Lands, Tenements and

and Hereditaments of him the ſaid R. B. or of, in or out of any part or parcel thereof, or of any of them, with their appurtenances, by the name or names of the yearly Rent of 40 *l.* iſſuing out of Two parts of the Mannor of L. and S. J. Bridge, with the appurtenances, and of the Rectory of L. with the appurtenances, in the the County of, &c. or by ſome other name or names, according as by Counſel Learned in the Law of the ſaid K. ſhall in that behalf be adviſed or deviſed. And it was in and by the ſaid Indenture alſo covenanted, granted, declared and agreed by and between the ſaid Parties to the ſame Indentures, and the true intent and meaning of all the ſaid Parties to the ſame Indentures was, and it was ſo thereby declared and agreed to be, That the ſame Fine ſo or in any other manner and form to be levied, and all and every other Fine and Fines to be levied by the ſaid K. S. of the ſaid yearly Rent or Rents of 40 *l.* at any time before the ſaid, &c. ſhould be, and ſhould be deemed, taken, conſtrued and adjudged to be, and that the ſaid W. H. and R. S. their Heirs, and the Heirs of the Survivor of them at any time, from and after the Levying of the ſaid Fine, ſhould ſtand and be ſeized of and in the Rent and Rents whereof the ſaid Fine ſhould be then levied, to and for the uſes, intents and purpoſes hereafter mentioned, expreſſed and declared; (That is to ſay,) To the uſe and behoof of the ſaid K. for and during the Term of her Natural life; and after her deceaſe, to the uſe and behoof of the ſaid W. B. and R. S. and their Heirs for ever, upon the Truſt and Confidence, and to the intent and purpoſe, that the ſaid W. B. and R. S. and their Heirs, and the Heirs of the Survivor of them, ſhould permit and ſuffer E. S. the ſecond Son of the

the ſaid K.S. and the Heirs of his Body lawfully to be begotten, to have, receive and take 10 *l.* yearly of the ſaid yearly Rent of 40 *l.* to and for his and their own uſe and benefit, at the days and times wherein the ſame ſhould grow and be due and payable; And for default of ſuch Iſſue, ſhould permit and ſuffer J. S. the youngeſt Son of the ſaid K. and the Heirs of his Body lawfully to be begotten, to have, receive and take the ſaid 10 *l.* yearly of the ſaid yearly Rent of 40 *l.* to and for their own uſe and benefit, at the days and times wherein the ſame ſhould grow and be due and payable; and for default of ſuch Iſſue, ſhould permit and ſuffer M. J. and J.S. the Daughters of the ſaid K.S. and the Heirs of their Bodies lawfully begotten and to be begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid K. for ever, to have, receive and take 5 *l.* yearly, parcel alſo of the ſaid yearly Rent of 40 *l.* to and for her, his and their own uſes and benefit reſpectively, at the days and times wherein the ſame Rent of 40 *l.* ſhall grow due, and be due and payable: And that they and every of them ſhould alſo permit and ſuffer the ſaid J. S. and the Heirs of her Body lawfully to be begotten; and for default of ſuch Iſſue, the ſaid M. J. and the Heirs of her Body lawfully to be begotten; and for default of ſuch Iſſue, the ſaid E. S. and the Heirs of his Body lawfully to be begotten; and for default of ſuch Iſſue, the ſaid J. S. and the Heirs of his Body lawfully to be begotten; and for want of ſuch Iſſue, to the right Heirs of the ſaid K.S. for ever, To have, receive and take other 5 *l.* yearly, other parcel of the ſaid yearly Rent of 40 *l.* to and for his and their own uſe and uſes, and benefit reſpectively, at the days and times wherein the ſaid yearly Rent of 40 *l.* ſhall grow due and payable.

payable. And moreover, that they and every of them ſhould alſo at all times hereafter permit and ſuffer the ſaid J. S. and the Heirs of his Body lawfully to be begotten; and for default of ſuch Iſſue, the ſaid E. S. and the Heirs of his Body lawfully to be begotten; and for default of ſuch Iſſue, the ſaid M. J. and J. S. and the Heirs of their Bodies lawfully begotten or to be begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid K. S. for ever, To have receive and take the other 20 *l.* yearly, the reſt and reſidue of the ſaid yearly Rent of 40 *l.* to and for his and their own uſe, uſes and benefit reſpectively, at the days and times wherein the ſame yearly Rent of 40 *l.* ſhall grow due and payable; In which Indenture is contained a Condition or Proviſo to this effect following; (That is to ſay,) That if the ſaid K. ſhould at any time, during her life, be minded, purpoſed and determined to alter, revoke and make void all and every, or any of the uſes, intents and purpoſes therein or thereby limited, appointed and declared, of or in the ſaid yearly Rent of 40 *l.* or of any part or parts thereof therein mentioned only to make the ſame void, or thereupon to limit new or other uſes, and the ſame her mind and purpoſe ſhould declare, in or by any Writing to be Sealed and Subſcribed with her own Hand or Mark, in the preſence of two or more credible Witneſſes, That then and from thenceforth the Eſtate and Eſtates, Uſe and Uſes therein before limited and declared, which the ſaid K. by the ſaid Writing to be Sealed and Subſcribed as aforeſaid, ſhould declare her Mind to be, To alter, revoke, determine and make void, ſhall from thenceforth be, and ſhall be adjudged utterly void and of none effect: And that then and from thenceforth the ſaid

Proviſo of Revocation.

Fine and Fines, and every of them ſhould be, and ſhould be adjudged to be, and the ſaid W.H. and R. S. and the Survivors of them, and the Heirs of the ſame Survivors, ſhould ſtand and be ſeized of the part and parts of the ſaid yearly Rent of 40 *l.* and Premiſſes, whereof the Eſtates, uſes, intents and purpoſes ſhall be ſo altered, revoked and made void: And as touching the Eſtates, uſes, intents and purpoſes ſo altered and made void, to and for ſuch further uſe and uſes, intents and purpoſes as the ſaid K. in and by the ſaid Deed of Revocation, or any other Writing, by her to be ſealed and ſubſcribed as aforeſaid, ſhould declare, limit and appoint; and if no other uſe or uſes, intents or purpoſes ſhould be thereupon declared, limited and appointed, then to the uſe and behoof of her the ſaid K.S. her Heirs and Aſſigns for ever, to do therewith her will and pleaſure, as in and by the ſaid Indenture in part before recited, amongſt other things therein mentioned and contained, more at large appeareth, which ſaid Fine was afterwards levied and executed according to the Agreement aforeſaid. Now know ye, That the ſaid K. S. being minded, purpoſed or determined to revoke and make void all and every the Uſe and Uſes, in and by the Indenture aforeſaid, limited, appointed and declared, doth thereupon, and to that end and purpoſe, according to the power and authority to her given and reſerved, in and by the Proviſo and Indenture herein before-mentioned, and by force and virtue thereof publiſh and declare hereby, that her true intent and meaning is to revoke and make void, and doth by theſe preſents revoke and make void all and every the Uſe and Uſes, in and by the ſame Indenture before limited, mentioned, appointed and declared, The ſame Inden-

The Revocation of the old Uſes.

Indenture, or any Covenant, grant, uſe, matter or thing therein contained to the contrary thereof in any wiſe notwithſtanding. And know ye further, That the ſaid K. S. doth by theſe preſents agree and declare, That the ſaid W. H. and R. S. and their Heirs, ſhall from henceforth ſtand and be ſeized of and in the ſaid Rent and Rents, to and for the uſes, intents and purpoſes hereafter expreſſed and declared; (That is to ſay,) as for and touching 30 *l. per Annum*, part and parcel of the ſaid Rent of 40 *l. per Annum*, to the uſe and behoof of the ſaid J. S. youngeſt Son of the ſaid K. and of his Heirs for ever: And for and touching the other 10 *l. per Annum*, reſidue of the ſaid 40 *l. per Annum*, To the proper uſe and behoof of J. Daughter of the ſaid K. S. and Wife of J. D. Clerk, and of her Heirs for ever. Provided always, and the true intent and meaning of the ſaid K. S. is, That if the ſaid K. ſhall at any time during her life be minded, purpoſed or determined to alter, revoke or make void all, every or any of the uſes, intents and purpoſes herein or hereby limited, appointed and declared, of or in the ſaid yearly Rent of 40 *l.* or any of the part or parts thereof herein before-mentioned only to make the ſame void, or thereupon to limit new or other Uſes, or declare any other intent, intents or purpoſes: And the ſame her mind or purpoſe ſhall declare, in or by any Writing by her to be Sealed and Subſcribed with her own Hand or Mark, in the preſence of two or more credible Witneſſes, That then and from thenceforth the Eſtate and Eſtates, Uſe and Uſes, intents and purpoſes herein before limited and declared, which the ſaid K. by her ſaid Writing, ſo to be Sealed and Subſcribed as aforeſaid, ſhall declare

Limitation of new Uſes.

Proviſo.

Power to make void the Uſes.

clare to be, to alter, revoke, determine or make void, ſhall from henceforth be, and ſhall be adjudged utterly void and of none effect. And that then and from thenceforth the ſaid Fine and Fines, and every of them ſhall be, and ſhall be adjudged to be. And the ſaid W. H. and R. S. and the Survivor of them, and the Heirs of the ſame Survivor, ſhall ſtand and be ſeized of the ſaid part and parts of the ſaid yearly Rent of 40 *l.* and Premiſſes, whereof the Eſtate, Uſe and Uſes, intents or purpoſes, ſhall be altered, revoked and made void. And touching the Eſtates, Uſe and Uſes, intents and purpoſes ſo altered and made void, to and for ſuch further Uſe and Uſes, intents and purpoſes, as the ſaid K. in and by the ſaid Deed of Revocation, or any other Writing by her to be made and ſubſcribed as aforeſaid, ſhall declare, limit or appoint, and if no further or other Uſe or Uſes, intent or purpoſe, ſhall be thereupon declared, limited or appointed, Then to the uſe and behoof of the ſaid K. S. her Heirs and Aſſigns for ever, to do therewith her will and pleaſure. In witneſs whereof the ſaid K. S. to either part of this preſent Writing Indented, hath put her Hand and Seal the, &c.

A

A Settlement of Lands by the Mother upon a Son, reſerving a Rent only and a Chamber for her Life, by Feoffment.

THis Indenture, made, &c. Between T. B. of, &c. the elder, Gent. on the one part, and T. S. of, &c. Gent. and T. S. of, &c. Gent. and T. B. the younger Son of the ſaid T. B. the elder, on the other part, Witneſſeth, That the ſaid T.B. the elder, for and in Conſideration of the Natural love and affection which he beareth unto the ſaid T.B. the younger, and for and towards his Maintenance, Education and preferment, from henceforth hath granted, aliened, enfeoffed, delivered and confirmed, and by theſe preſents doth grant, alien, enfeoff, deliver and confirm unto the ſaid T.S. and T. S. and their Heirs, all that Meſſuage and Tenement, with the appurtenances, called or known by the Name of *Barnes-Houſe*, or by what other Name or Names the ſame is or ſhall be called or known, ſituate, lying and being in Q. aforeſaid, in the aforeſaid County of L. and heretofore in the tenure or occupation of J.E. Widow, or of her Aſſignee or Aſſignees, Tenant or Under-tenants, and all Houſes, Outhouſes and Edifices, Barns, Stables, Courts, Yards, Backſides, Gardens, Orchards, Cloſes, Lands, Tenements, Meadows, Leaſows, Paſtures, Feedings, Woods, Under-woods, Commons, Common of Paſture, Ponds, Pools, Ways, Waters, Watercourſes, Eaſements, Profits, Commodities, Emoluments and Hereditaments whatſoever, with their and every of their appurtenances in Q. aforeſaid, in the aforeſaid County of L. and unto the aforeſaid Meſſuage or Tenement here-

Conſideration, of Natural love and affection.

Grant.

in granted, lying, belonging or appertaining, or to or with the ſame Meſſuage now or at any time heretofore demiſed, Letten, ſet, uſed, occupied or enjoyed, or accepted, reputed, deemed or taken to be as part, parcel or member thereof, or of any part thereof, or as appurtenant or belonging thereto, or to any part thereof, and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever, ſituate and being in Q. aforeſaid, which he the ſaid T. B. the elder heretofore had, or bought or purchaſed of the ſaid J. E. Widow, and all the Eſtate, Right, Title and Intereſt, uſe, claim, poſſeſſion and demand whatſoever of him the ſaid B. the elder, of, in or to the ſaid herein before granted, or hereby mentioned or intended to be granted Premiſſes, and of, in, and to every part and parcel thereof, and the Reverſion thereof, and of every part thereof; To Have and to Hold the ſaid herein before granted, or herein or hereby mentioned or intended to be granted Meſſuages, Houſes, Out-houſes, Barns, Stables, Gardens, Orchards, Lands, Tenements, Meadows, Leaſows, Paſtures, Feedings, Commons, Common of Paſture, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever in Q. aforeſaid, or elſewhere, and all other the Premiſſes whatſoever, hereby granted or intended to be granted, aliened, enfeoffed and confirmed unto the ſaid T. S. and T. S. and their Heirs for ever, and to the only uſe, benefit and behoof of the aforeſaid T. B. the younger, his Heirs and Aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever; and it is agreed by and between all the ſaid parties to theſe preſents, That the Annual Sum of 20*l.* of lawful Money of *England*, ſhall be from henceforth yearly and every year, during the Natural

Habendum.

Uſe of Son in Fee.

20*l.* yearly to be paid to the Mother for Life

Natural life of the aforeſaid J. E. only paid and ſatisfied unto her and unto her Aſſigns, out of the profits of the Premiſſes aforeſaid, hereby granted, meant or mentioned, or intended to be granted at two times in the year; (That is to ſay,) at the 25*th* of *March* and 24*th* of *September*, by equal portions, or within 28 days next after either of the ſaid days of payment, and alſo that ſhe the ſaid J. E. ſhall be permitted during her life, and for her own proper uſe only, to hold and uſe one Chamber over the Buttery, and the Loft over the ſame Chamber, in the Meſſuage aforeſaid, called *Barnes-Houſe*, with ingreſs, egreſs and regreſs thereto, without any let or contradiction of any or either of the ſaid parties to theſe preſents, their or any of their Heirs or Aſſigns. In witneſs, &c.

And to enjoy one Chamber.

With free ingreſs, &c.

A Settlement before Marriage of a Copyhold Eſtate, where, according to the Cuſtom of the Manner, there is a Dead year after the Death of every Tenant, grantable by Tenant in his Life-time, and the Widow enjoys the Eſtate durante Caſtitate, *if he ſurrender or alien it not in Life; with Proviſion, That the Goods of the Wife ſhall remain in her own diſpoſal, and that her Husbands Name may be made uſe of, to Sue for her Debts, but the Money to be ſecured by Truſtees to her uſe.*

THis Indenture Tripartite, made, &c. Between M. F. of N. in the County of H. Widow, late Wife and Relict of E. F. late of, &c. Gent. deceaſed, on the firſt part, and T. S. of, &c. Gent. on the ſecond part, and E. L. of, &c. Gent. T B. of, &c. J. B. of, &c. Gent. and J. P. of, &c. Gent. on the third part. Whereas the ſaid M. is

Recital of Wives Eſtate perſonal.

now poſſeſſed in a Perſonal Eſtate of Money, Debts owing by Bond and Securities, and otherwiſe, above the Value of 300 *l.* and of Goods, Chattels and Utenſils of Houſhold, according to the Inventory or Note of Particulars thereof hereunto annexed and expreſſed. And whereas

Recital of the Copyhold.

the ſaid T. S. is now ſeized in poſſeſſion of a Copyhold Eſtate of Lands and Tenements for Term of his Life, lying and being in S. within the Mannor of W. in the ſaid County, of the yearly Value of 40 *l.* or thereabouts, by virtue of a Copy of Court-Roll, and grant of the ſaid Copyhold Premiſſes *per* R. B. then Serjeant at Law, at a Court of the ſaid Mannor of him the ſaid R.B: holden the, &c. day of *September*, in the Year, &c. as by the ſame Copy, under the Hand and Seal of him the ſaid R. B. and Subſcribed by F. S. his then Steward appeareth, unto which Copyhold Premiſſes there is a Dead-

Of the Cuſtom.

Year belonging, according to the Cuſtom of that Mannor, after the death of the Tenant thereof dying ſeized in poſſeſſion, diſpoſable by ſuch Tenant in his Life-time, or elſe to be enjoyed by his Executors or Adminiſtrators. And whereas alſo, by the Cuſtom of that Mannor, the Wife of ſuch Tenant (if ſhe ſurvive him) is to hold and enjoy the ſaid Copyhold Eſtate during the time of her Widowhood, keeping her ſelf Chaſt. And whereas a Marriage is intended to be had and ſolemnized between the ſaid T. S. and the ſaid M. F. It is agreed between all the ſaid Parties to theſe

Covenants, not to ſurrender his Copyhold in his Life-time, but that it may come to his Widow.

preſents; And the ſaid T.S. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid E. L. T. B. J.B. and J. P. and to and with every of them, their and every of their Executors and Adminiſtrators, That he the ſaid T.S. ſhall not

and

and will not ſurrender, yield up or make void the ſaid Copyhold Eſtate, whereby ſhe the ſaid M. may be defeated of her Widows Eſtate in the ſame Copyhold Premiſſes, after the death of him the ſaid T. S. if the ſaid Marriage take effect, and in caſe ſhe ſhall him ſurvive. And alſo he the ſaid T. S. doth hereby grant unto the ſaid E. L. T. B. J. B. and J. P. and the Survivors of them, the Dead Year of the ſaid Copyhold Premiſſes, to hold to them and the Survivors of them, immediately from and after the death of him the ſaid T. S. in Truſt for her the ſaid M. in caſe the ſaid Marriage take effect, and ſhe ſurvive him the ſaid T. S. And the ſaid T. S. doth alſo covenant, grant and agree to and with the ſaid E. L. TB. JB. and J. P. and to and with every of them, their and every of their Executors and Adminiſtrators, That he the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, ſhall not intermeddle with, claim, take or diſpoſe of any other the aforeſaid Eſtate Perſonal, Money, Goods or Chattels of the ſaid M. ſaving only the Sum of 300 *l.* in Money, and no more; but that the ſaid T. S. ſhall be contented and ſatisfied with the aforeſaid Sum of 300 *l.* and no more, as a full Marriage Portion to him with the ſaid M. if the ſaid Marriage ſhall take effect; And that the ſaid M. ſhall have full power by her Laſt Will, or otherwiſe to diſpoſe of all or any the reſt of her Eſtate to any other perſon or perſons, other than the ſaid T. S. without any contradiction of him the ſaid T. S. to hinder or let the ſame; and the ſaid M. F. by and with the conſent of the ſaid T. S. as well in Conſideration of the Sum of, &c. to her paid by the ſaid E. D. T. B. J. B. and J. P. or one of them, as alſo to preſerve the Intereſt and Property of all and ſingular the Goods,

Grant of the Dead Year to Truſtees in Truſt for his intended Wife, if ſhe ſurvive.

That he will intermeddle with no more of the Wives Eſtate, than 300 *l.*

She may diſpoſe of the reſt by Will.

She grants her other Perſonal Eſtate to Truſtees, to ſecure it.

Goods, Chattels and Implements of Houſhold, now of her the ſaid M. in the Schedule or Note of Parriculars thereof, hereto annexed and ſpecified, ſo that he the ſaid T. S. may not have any power or diſpoſal of them, ſhe the ſaid M. hath given, granted, bargained and ſold, and doth hereby give, grant, bargain, ſell and deliver unto the ſaid E.L. T.B. J.B. and J.P. their Executors, Adminiſtrators or Aſſigns, all and ſingular the ſaid Goods, Chattels, and Implements of Houſhold; To Have and to Hold to them, their Executors, Adminiſtrators and Aſſigns for ever; And the ſaid T. S. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid E.L. J.B. T.B. and J.P. and to and with every of them, their Executors and Adminiſtrators, That whereas ſhe the ſaid M. hath divers Sums of Money owing unto her upon Bonds and Specialties, and otherwiſe, above the Sum of 300 *l.* That for recovery of the ſaid Debts (if need require) he the ſaid T.S. ſhall permit and ſuffer the Truſtees aforeſaid, or any Attorney or Attorneys by their appointment, in the name or names of them the ſaid T. S. and M. in caſe the ſame Marriage take effect, to commence Suit againſt, Sue and Proſecute all and every the perſon or perſons, as occaſion ſhall require, for all, every or any the ſaid Moneys that are now owing to the ſaid M. And that he the ſaid T.S. ſhall juſtifie all and every ſuch Actions and Suits, and ſhall not releaſe or diſcharge the ſame, or any Judgment or Judgments, or Execution thereupon to be had, without the conſent of the ſaid Truſtees; but ſhall ſuffer the ſaid Truſtees to receive the ſame Moneys, and every Sum thereof, and all other the Sum and Sums above the Sum of 300 *l.* and to preſerve or diſpoſe

That Husband is to permit Truſtees to make uſe of his Name, to Sue for his Wives Debts.

That he ſhall not releaſe the Actions.

diſpoſe of the ſame, according to the Truſt in them repoſed by the ſaid M. and that the ſaid M. ſhall have full power of the diſpoſal thereof to any perſon or perſons other than the ſaid T.S. without any contradiction of him the ſaid T. S. or any Threats or Uncivil Carriage, to deter her therefrom. And it is further agreed by and between the ſaid T. S. and M. F. that neither of them, nor their Eſtates, ſhall be charged or chargable with any the Debts or Engagements of either of the other of them, due or payable before the date of theſe preſents. And to that end the ſaid T. S. doth covenant, promiſe and grant, to and with the ſaid Truſtees before-named, and to and with every of them, That he will pay and diſcharge all his own particular Debts, or which he is bound for or ſtands chargable to pay to any perſon or perſons out of his own particular Eſtate, without having or craving any of the now perſonal Eſtate of her the ſaid M. other than the aforeſaid 300 *l.* before-mentioned: And alſo the ſaid M.F. doth hereby agree, That in caſe the ſaid T.S. after the ſaid intended Marriage ſhall take effect and be ſolemnized, ſhall be queſtioned or moleſted for any the proper Debts of her the ſaid M. contracted or owing by her before the ſolemnization of the ſaid intended Marriage, or for any Legacy or Legacies which ſhe is any way chargable to pay to any perſon or perſons, that the Truſtees ſhall have power and authority hereby to pay and diſcharge the ſaid Debts and Legacies which ſhe the ſaid M. is ſo chargable to pay, and that out of any her now proper Eſtate, other than the aforeſaid 300 *l.* and in ſo doing the Truſtees ſhall be diſcharged of any other accompt thereof unto her the ſaid M. or to the ſaid T. S. after the ſolemnization of the

That what is recovered, ſhall be at her diſpoſal.

That neither of their Eſtates be charged with other Debts due before Marriage.

Husband covenants to diſcharge his Debts.

If there appear any ſuch Debts on her part, Truſtees to pay them out of her perſonal Eſtate in their hands.

the ſaid intended Marriage; And the ſaid Truſtees, and every of them, do hereby declare, That they will perform the Truſt in them repoſed by theſe preſents, according to the true intent and meaning thereof; And do hereby covenant, every one of them one with the other reſpectively, not to act or do any thing touching the Premiſſes, without the joynt Conſent of them all. In witneſs whereof to the firſt part of theſe preſents, remaining with the ſaid T. S. the ſaid M. F. and the ſaid Truſtees have put their Hands and Seals to the ſecond part of theſe Indentures, remaining with the ſaid Truſtees, the ſaid M. F. and S. T. have put their Hands and Seals to the third part of theſe Indentures, remaining with the ſaid M. F. the ſaid T. S. and the ſaid Truſtees have put their Hands and Seals the day and year firſt above-written.

Geo Barnard
Jno Child
Tho Townsend
Jno Hall
Jno Hall

Settlement

Settlement of Lands upon Truſtees, for payment of Debts out of the Profits thereof, and afterwards to a Grandchild by Bargain and Sale.

THis Indenture, made, &c. Between M. C. of,&c. Widow, on the one part, and R. F. of,&c. and T. L. of,&c. Gent. on the other part, Witneſſeth, The ſaid M. C. as well for and in Conſideration of the Sum of 5 *l.* to her the ſaid M. by them the ſaid R. and D. before the enſealing and delivery of theſe preſents, well and truly ſatisfied and paid, and alſo to the intent and purpoſe that they the ſaid R. and T. their Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will well and truly ſatisfie, content and pay, or cauſe to be ſatisfied, contented and paid, unto the ſeveral and reſpective perſons hereunder-named, the ſeveral and reſpective Debts and Sums of Money after their Names, in the Note or Schedule hereto annexed appearing, and which Debts and Sums of Money ſhe the ſaid M. doth acknowledge ſhe oweth, and is chargable to pay unto the ſaid ſeveral perſons; and to the intent alſo that they the ſaid R. and T. their Heirs, Executors, Adminiſtrators and Aſſigns, or ſome or one of them, ſhall and will alſo well and truly ſatisfie, content and pay unto all and every other perſon and perſons, all and every other Debt and Debts which ſhe the ſaid M. ſhall juſtly owe unto them at the time of her deceaſe, upon juſt Conſideration and for her maintenance or neceſſity in the mean time, as alſo ſhall diſcharge her neceſſary Funeral Expences. And to the intent and purpoſe, to ſettle

Conſideration, to pay the Grantor's Debts.

And to settle the Lands to Uſes.

Grant.

Habendum.

ſettle and aſſure the ſaid Meſſuage, Lands and Tenements, with the appurtenances, unto the ſeveral Uſes hereafter in theſe preſents mentioned, limited and declared, ſhe the ſaid M. Hath given, granted, bargained, ſold, enfeoffed, releaſed, delivered and confirmed, and by theſe preſents doth give, grant, bargain, ſell, enfeoff, releaſe, deliver and confirm unto the ſaid R. F. and T. L. their Heirs and Aſſigns; All, &c. (*& ſic recite les Premiſſes*) and all and ſingular the Lands, Tenements, Meadows, Leaſows, Paſture, Feeding, Woods, Under-woods, Ways, Waters, Commons, Profits and Emoluments and Hereditaments whatſoever, with their and every of their appurtenances, unto the ſaid Meſſuage or Tenement, belonging or in any wiſe appertaining, ſituate and being in L. A. in the Pariſh of S. or in ſome or one of them, all and ſingular which ſaid granted, bargained, ſold, enfeoffed, releaſed, delivered and confirmed, or herein or hereby meant, mentioned or intended to be bargained, ſold, enfeoffed, releaſed, delivered and confirmed Premiſſes, are now in the actual poſſeſſion of him the ſaid T. L. To Have and to Hold the ſaid Meſſuage or Tenement, with the Appurtenances, Gardens, Orchards, Lands, Tenements, Meadows, Leaſows, Paſtures, Feedings, Commons, Profits, Woods, Underwoods, Ways, Waters, and all other the Premiſſes, with their appurtenances, herein before granted, ſold, enfeoffed, releaſed, delivered and confirmed, or herein or hereby meant, mentioned or intended to be granted, bargained, ſold, enfeoffed, releaſed, delivered and confirmed unto the ſaid R. F. and T. L. their Heirs or Aſſigns, to and for the uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, and to and for the other uſes, intents and purpoſes hereafter

hereafter in theſe preſents limited, expreſſed and declared, and to and for no other uſe, intent or purpoſe whatſoever; (That is to ſay,) To have and to hold the ſaid Premiſſes, hereby granted unto the ſaid R. F. and T. L. their Heirs or Aſſigns, for ſo long time and until they or ſome or one of them ſhall have raiſed out of the Iſſues and yearly Profits of the ſaid Premiſſes, ſo much Money as may well pay, ſatisfie and diſcharge all and ſingular the Debts and Sums of Money in the Note or Schedule hereunto annexed ſpecified, with all juſt Intereſt, Conſideration, Coſts and Damages for the ſame, to become due and payable for the ſame, together with the neceſſary Funeral Expences of the ſaid M. and her juſt other Debts which ſhall be due or owing by her at the time of her death to any perſon or perſons, for her Maintenance or Neceſſity in the mean time: And immediately from and after ſuch time, that all and ſingular the ſaid Debts, Sums of Money and Funeral Expences, ſhall and may be reaſonably and conveniently raiſed, or granted or procured out of the Rents, Iſſues, or yearly Profits of the ſaid Premiſſes, Then to the only ſole and proper uſe and behoof of A. C. Son of J. C. and Grandchild of her the ſaid M. and his Heirs for ever, and to and for no other uſe or uſes, intents or purpoſes whatſoever. And the ſaid M. C. and her Heirs, all and ſingular the Premiſſes hereby granted unto the ſaid R. F. and T. L. and their Heirs, to the uſes aforeſaid, againſt all perſons, ſhall and will warrant and for ever defend by theſe preſents. In witneſs, &c.

A Settlement upon Marriage of an Eſtate, part of the Eſtate ſetled upon the Sons Wife for Joynture, part upon the Iſſue, and a Rent reſerved for the Father, with ſeveral other Special Limitations, Truſts, &c. by a Leaſe and Releaſe. Per Sir Geof. Palmer.

Pro *Leaſe*, vid. Tit. *Bargain and Sale.*

Releaſe. THis Indenture Tripartite, made the, &c. day of, &c. in the year, &c. Between T. A. the elder of S. in the County of N. Eſq; and T. A. the younger Son and Heir apparent of the ſaid T. A. the elder, of the firſt part; S. R. of T. L. in the County of *Leiceſter*, Widow, R. R. of T. L. aforeſaid, Eſq; and E. R. Daughter of the ſaid S. and Siſter of the ſaid R. of the ſecond part, and J. S. of L. in the County of N. Eſq; W. R. of C. in the ſaid County of L. Clerk, and P. W. of E. in the ſaid County of L. Gent. Conſideration. of the third part, Witneſſeth, That in Conſideration of a Marriage intended (by the Grace of God) to be ſhortly had and ſolemnized between the ſaid T. A. the younger and E. R. &c. and of the Sum of, &c. paid by the ſaid, &c. for the Marriage Portion of the ſaid E. and for a Joynture for the ſaid E. in lieu and full Barr of her Dower and Thirds at the Common Law, and for ſetling the Mannor, Lands, Tenements and Hereditaments herein after mentioned, to the ſeveral and reſpective uſes, upon the Truſts and under the Premiſſes herein hereafter declared and contained, the ſaid T. A. the elder and Grant. T. A. the younger, have granted, quit-claimed, releaſed and confirmed, and by theſe preſents do grant, releaſe, quit-claim and confirm unto the

the ſaid S. R. All that the Mannor of S. &c. All which ſaid Mannor and Premiſſes now are in the actual poſſeſſion of the ſaid S. R. by virtue of a Bargain and Sale to her thereof made by the ſaid T. A. Sen. and T. A. Jun. by Indenture bearing date the day next before the date hereof, and by force of the Statute for Transferring of Uſes into Poſſeſſion; and for and upon the Conſideration aforeſaid T. A. Sen. and T. A. Jun. do by theſe preſents grant, releaſe and confirm unto the ſaid S. R. all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of them the ſaid T. A. Sen. and T. A. Jun. and either of them, of, in and unto the ſaid Mannor and Premiſſes, and every or any part or parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders, together with the Profits and Rents of the Premiſſes, and every part and parcel thereof; To Have and to Hold the ſaid Mannors, Meſſuages, Farms, Cloſes, Lands, and all and ſingular other the Premiſſes herein before-mentioned, and intended to be hereby granted, with their and every of their appurtenances, to the ſaid S. R. and her Heirs, To the uſe of the ſaid T. A. Sen. and T. A. Jun. until the ſaid intended Marriage ſhall be had and ſolemnized, and immediately from and after the ſolemnization thereof, to the ſeveral and reſpective uſes and intents, upon the Truſts and under the Proviſoes herein after declared and contained; (That is to ſay,) As, to, for and concerning the ſaid ſeveral Cloſes or Incloſed Grounds, commonly called or known by the name of Inlands, the Hand-Meadow, &c. and herein before-mentioned to be in the ſeveral tenures or occupations of the ſaid R. H. and T. C. and their Aſſigns, with their and every of their appurtenances, to the uſe of the ſaid T. A. Jun.

Habendum.

Limitation of Uſes.

for and during the Term of 99 years (if he ſo long live) without impeachment of Waſte, and immediately from and after the expiration or other determination of the ſaid Term of 99 years, to the uſe of the ſaid E. R. for and during the Term of her Natural life, and in lieu of recompence and full bar of her Dower and Thirds at the Common Law, and after her Deceaſe and Expiration or determination of the ſaid Term of 99 years, To the uſe of the heirs Males on the Body of the ſaid T. A. Jun. on the Body of the ſaid E. R. to be begotten; and for default of ſuch Iſſue, to the uſe of the heirs Males of the ſaid E. by the ſaid T. A. Jun. to be begotten. And as to and concerning all the reſt and reſidue of the ſaid Mannor and other the Premiſſes herein before-mentioned to be hereby granted, whereof no Uſe is herein before declared after the ſolemnizing of the ſaid intended Marriage, theſe preſents and the aſſurance hereby made ſhall be and enure, and the ſaid S.R. and her Heirs ſhall ſtand and be ſeized thereof, and of every part and parcel thereof, immediately from and after the ſolemnization of the ſaid intended Marriage, To the uſe and intent that the ſaid T.A. Sen. and his Aſſigns, ſhall and may from time to time, during his Natural life, have, receive, perceive and take forth of the ſaid laſt mentioned Premiſſes, the Annual or yearly Rent or Sum of, &c. lawful *Engliſh* Money, on the Feaſts of the Annunciation of the Bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by equal and even portions, without any defalcation or abatement of any publick Taxes, Charges or Payments whatſoever, the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſt-days

For Joynture.

Rent reſerved to Husband's Father.

as

as ſhall next happen after the ſaid intended Marriage, and to this intent that if it happen the ſaid Annual or yearly Rent or Sum of, &c. or any part or parcel thereof to be behind or unpaid by the ſpace of 20 days next after any of the ſaid Feaſt days, whereupon the ſame is herein before appointed to be paid, That then and ſo often it ſhall or may be lawful to and for the ſaid T. A. Sen. into the Premiſſes therewith charged, and every or any part or parcel thereof, to enter and diſtrain for the ſame, and the Diſtreſs and Diſtreſſes then and there from time to time found, to take, lead, drive and carry away and impound, detain or keep until he or they of the ſaid yearly Rent, and all arrearages thereof (if any be) ſhall be fully ſatisfied and paid; and to this further uſe and intent, That the ſaid W. R. and W. and their Heirs, immediately from and after the deceaſe of the ſaid T. A. Jun. ſhall from time to time, during the life-time of the ſaid E R upon the Truſts in that behalf herein hereafter contained, have and receive forth and out of the ſame laſt mentioned Premiſſes, the Annual or yearly Rent or Sum of, &c. at the ſaid Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, and the Birth of our Lord Chriſt, by even and equal portions, the firſt payment thereof to begin and be made at ſuch of the ſaid Feaſt-days as ſhall next happen after the deceaſe of T. A. Jun. And to this further intent and purpoſe, That if it happen the ſaid Annual or yearly Rent of, &c. or any part or parcel thereof to be behind or unpaid by the ſpace of 20 days next after any of the ſaid Feaſt days whereon the ſame is herein before appointed to be paid, That then and ſo often it ſhall and may be lawful to and

Clauſe of Diſtreſs for non payment.

Another Rent to be paid for other Uſes.

for the ſaid W. R. and P. W. their Heirs and Aſſigns, into the Premiſſes therewith charged, and every or any part or parcel thereof, to enter and diſtrain; And the Diſtreſs and Diſtreſſes then and there from time to time found, to take, lead, drive, carry away and impound, detain and keep until he ſhall be of the ſaid yearly Rent of, &c. and all arrearages thereof (if any be) fully ſatisfied and paid. And as to and concerning the ſaid reſt and reſidue of the ſaid Mannor, and of all and ſingular the Premiſſes therein before-mentioned, to be hereby granted, with their and every of their Appurtenances charged with the ſaid ſeveral and reſpective yearly Rents of, &c. and, &c. during the reſpective Lives of the ſaid T. A. Sen. and E. R. whereof no uſe is before limited after the ſaid Marriage, other than for and concerning the ſaid Rents, Theſe preſents, and the aſſurance hereby made, ſhall be and enure, and the ſaid S. R. and her Heirs ſhall ſtand and be ſeized thereof, and of every part and parcel thereof, with their and every of their Appurtenances, immediately from and after the ſaid ſolemnization of the ſaid intended Marriage, and Charges, To the uſe of the ſaid T. A. Jun. for and during the Term of 99 years (if he ſo long live) without Impeachment of Waſte, and after the aforeſaid or other determination of the ſaid Term of 99 years, To the uſe of the ſaid E. R. for and during the Term of the Natural life of the ſaid E. R. and for and during the Term of the Natural life of the ſaid T. A. Jun. and afterwards to the uſe of the heirs Male on the Body of the ſaid T. A. Jun. on the Body of the ſaid E. R. to be begotten. And as, to and concerning the Mannor of S. and Weſt, *alias* W. and all and ſingular other the Premiſſes herein before-

The Uſe of the reſidue.

before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, Theſe preſents, and the aſſurance hereby made ſhall be and enure. And the ſaid S. R. and her Heirs, ſhall ſtand and be ſeized thereof, and of every part thereof, as the ſeveral and reſpective Uſes and Eſtates thereof herein before declared ſhall reſpectively end and determine, ſubject unto and charged with the ſaid Annual or yearly Rents or Sums of, &c. and as to the Premiſſes therewith chargable, as aforeſaid, in manner as is before expreſſed, To the uſe of the ſaid T. A. Jun. and the heirs Males of his Body, on the Body of the ſaid E. R. to be begotten. And for default of ſuch Iſſue, to the uſe of the ſaid J. S. and W. R. their Executors and Aſſigns, for and during the Term of 500 years, without Impeachment of Waſte upon Truſt, and under the Proviſo in that behalf herein after declared and contained; and after the expiration or other determination of the ſaid Term of 500 years, to the uſe of the ſaid T. A. Jun. and of the Heirs of his Body iſſuing; And for default of ſuch Iſſue, to the uſe of the ſaid T. A. Sen. for and during the Term of his Natural life, without Impeachment of Waſte; and after his deceaſe, to the uſe of T. A. Jun. and of his Heirs and Aſſigns for ever, and to or for no other uſe or purpoſe whatſoever. And as touching the ſaid Annual yearly Rent of, &c. herein before limited to the ſaid W. R. and P. W. It is declared, That the ſame is ſo limited unto them upon Truſt, and to the intent that they may thereby ſave harmleſs and recompence the ſaid E. R. and her Aſſigns, of and from all ſuch coſts, charges, damages and expences, which ſhe or they ſhall ſuſtain or be put unto by any Action,

Declaration of the uſe of the Rents. To be a Security for the quiet enjoyment of the Joynture.

Suit or Diſturbance which ſhall happen or ariſe, in or concerning the ſaid Meſſuages and Premiſſes before-mentioned, to be in the ſeveral tenures or occupations of the ſaid R. R. T.C. and J.W. or any part or parcel thereof, parcel of the Premiſſes herein before limited to her the ſaid E. for her Life for her Joynture. And it is provided, That ſo long and during all ſuch time as ſhe the ſaid E. ſhall or may peaceably and quietly have, hold and enjoy the ſaid Meſſuages and Premiſſes ſo limited to her, without any let or diſturbance, by any perſon or perſons whatſoever, the ſaid Annual or yearly Rent of, &c. ſhall ceaſe, and ſhall not be payable or paid: And that ſubject unto the ſame ſeveral Truſts and Proviſo's, the ſaid whole Annual or yearly Rent of, &c. in caſe no diſturbance be, or in caſe of diſturbance the overplus thereof, after recompence made to the ſaid E. ſhall go with and attend the Inheritance of the Premiſſes therewith charged, according to the Uſes and Eſtates thereof herein before declared.

Proviſion for Daughters, if Iſſue Male fail.

And as touching the ſaid Term of 500 years, herein before limited unto the ſaid J.S. and R.R. it is declared the ſame is ſo limited unto them, upon the Truſt and under the Proviſo herein after expreſſed; (That is to ſay,) in Truſt, That in caſe the ſaid T.A. the Son ſhall happen to dye without Iſſue Male of his Body, on the Body of the ſaid E. R. to begotten, or that the Iſſue Male between them ſhall happen to dye without Iſſue of their Bodies coming before any of them attain the Age of 21 years, and that if there ſhall be one or more Daughter or Daughters of the Body of the ſaid T.A. Jun. on the Body of the ſaid E.R. to be begotten, That then ſuch Daughter and Daughters reſpectively ſhall have the Portion herein after limited; (That

(That is to ſay,) If there ſhall be but one ſuch Daughter only and no more, then ſuch only Daughter to have the Sum of, &c. for her Portion, if there ſhall be two or more ſuch Daughter or Daughters, then all the ſaid Daughters to have the Sum of, &c. to be equally divided amongſt them, ſhare and ſhare like, for their Portions, the ſaid Portion and Portions to be reſpectively payable and paid unto the ſaid Daughter or Daughters at her and their ſeveral and reſpective Ages of 16 years, or days of Marriage, which ſhall firſt happen; and in caſe the ſaid Portion or Portions ſhall not be accordingly paid, that then and from thenceforth the ſaid J. S. and R. R. their Executors and Aſſigns, ſhall by and out of the Rents and Profits of the Premiſſes, or by Leaſe or Leaſes, or Sales of the Premiſſes, or any part or parts thereof raiſe, and pay the ſaid ſeveral and reſpective Portions, and ſhall permit ſuch perſon or perſons to whom the Freehold or Inheritance of the Premiſſes, immediately expectant on the ſaid Term of 500 years, ſhall for the time being appertain, to receive the Surpluſage of the Rents and Profits of the Premiſſes, until the ſaid Portion or Portions of the ſaid Daughter or Daughters, or ſome of them ſhall or ſhould be payable by the intent of theſe preſents: And after the ſaid Portion or Portions ſhall be raiſed and paid, according to the intent of theſe preſents, then the ſaid Mannor and Premiſſes, or ſo much thereof as ſhall then remain unſold, to go with and attend the Reverſion and Inheritance of the Premiſſes, immediately expectant on the ſaid Term of 500 years, according to the Uſes and Eſtates thereof herein before declared and limited. Provided always, That if the perſon or perſons, to whom the Freehold or Inheritance

of the Premiſſes, immediately expectant on the ſaid Term of 500 years, ſhall according to the Uſes and Eſtates herein before declared for the time being appertain, do or ſhall well and truly pay, or to the liking of the ſaid J. S. and R. R. their Executors, Adminiſtrators and Aſſigns ſufficiently ſecure, to pay unto the ſaid Daughter or Daughters of the Body of the ſaid T. A. Jun. on the Body of the ſaid E. R. to be begotten, the ſeveral and reſpective Portions herein before limited to be charged or raiſed for the Daughter or Daughters reſpectively, according to the intent of theſe preſents, or if there ſhall be no Iſſue Female of the Body of the ſaid E. by the ſaid T. A. begotten, or if ſuch Iſſue Female ſhall all of them dye before any of them ſhall attain her Age of 16 years; or before ſhe ſhall be married, That then in each and every, or any of theſe caſes, and at all times from thenceforth, the ſaid Eſtate and Term of 500 years ſhall ceaſe, determine and become void, any thing herein before contained to the contrary in any wiſe notwithſtanding.

Proviſo, for making Joynture for a ſecond Wife.

Provided alſo, That it ſhall and may be lawful to and for the ſaid T. A. Jun. from time to time, and at all times during his Natural life, after the deceaſe of the ſaid E. R. by any Writing or Writings under his Hand and Seal, teſtified by two or more Witneſſes, to grant, aſſign, limit or appoint ſuch and ſo much, and ſuch part of the ſaid Mannor and Premiſſes as are herein before limited in uſe to the ſaid E. for her life, for her Joynture, or any part or parts thereof, unto or to the uſe of any Woman or Women which the ſaid T. A. Jun. ſhall happen to Marry or take to Wife after the deceaſe of the ſaid E. R. for and during the Term of the Natural lives of ſuch Wife or Wives only, for her or their

their Joynture, any thing herein before contained to the contrary notwithſtanding. Provided likewiſe, That it ſhall and may be lawful to and for the ſaid T.A.Jun. from time to time, and at all times during his Natural life, by any Writing or Writings Indented under his Hand and Seal, teſtified by two or more Witneſſes, to make any Leaſe or Leaſes, Demiſes or Grants in poſſeſſion of the ſaid Mannor and Premiſſes, and every or any part or parts thereof, unto any perſon or perſons whatſoever, for any time or number of years, not exceeding 21 years, ſo as ſuch Leaſe or Leaſes, Demiſes or Grants, do not extend or be made of the Premiſſes herein before limited to the ſaid E. R. for her Life, for her Joynture, and ſo as upon all and every ſuch Leaſe and Leaſes of the ſaid Mannor and Premiſſes, there be reſerved yearly payable, during the continuance thereof, of the beſt and moſt improved Rents that can or may be had or gotten for the ſame, any thing herein before contained to the contrary notwithſtanding. *Proviſo for making Leaſes, &c.*

And the ſaid T.A. Sen. and T.A. Jun. for themſelves, their Heirs, Executors and Adminiſtrators, do covenant and grant to and with the ſaid S.R. and R.R. their Heirs and Aſſigns, by theſe preſents, That notwithſtanding any act, matter or thing made, committed or done, or wittingly or willingly ſuffered by the ſaid T. A. Sen. and T.A.Jun. or either of them to the contrary, They the ſaid T.A.Sen. and T.A. Jun. now are, or one of them is and ſtandeth lawfully and rightfully ſeized of and in the ſaid Mannors, Meſſuages, Farms and Cloſes, and all and ſingular other the Premiſſes herein before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, of a good, ſure, perfect, abſolute and indefeazible *Covenant, that Grantors are ſeized.*

Eſtate

Eſtate in Fee-ſimple, and now have or one of them hath good right, full power and authority, to grant and convey the ſaid Mannor and all other the Premiſſes, with their Appurtenances, to the ſeveral and reſpective Uſes upon the Truſts and under the Proviſoes herein before declared and contained. And that the ſaid Meſſuages, Farms, Cloſes, Plots and other the Premiſſes herein before limited to the ſaid E. R. for her Life, and for her Joynture, now are and be of the full clear yearly value of, &c. over and above all charges, Incumbrances and Reprizes, publick Taxes only excepted, and that notwithſtanding any act or thing, as aforeſaid, the ſaid Mannor, Meſſuages, Farms and Cloſes ſhall remain, continue and be to the ſeveral and reſpective uſes and intents, upon the Truſts and under the Proviſoes herein before declared and contained free and clear, and freely and clearly acquitted and diſcharged, or ſaved harmleſs of and from all and all manner of former and other Giſts, Grants, Bargains, Sales, Leaſes, Mortgages, Joyntures, Dowers, Uſes, Wills, Intails, Debts, Statutes, Recognizances, Judgments, Extents, Executions, and all former and other Eſtates, Titles, Troubles, Charges, Burdens and Incumbrances whatſoever, had, made or done, or to be had, made, done or committed by the ſaid T. A. Sen. and T. A. Jun. or either of them, their or either of their Heirs and Aſſigns, or any other perſon or perſons lawfully claiming or to claim, in, by, from or under them, or either or any of them, their, or either or any of their Eſtates, Right, Title, Act, Means, Conſent or Procurement. And further, The ſaid T. A. Sen. and T. A. Jun. for them, their Heirs, Executors and Adminiſtrators, do covenant and grant to and with the ſaid S. R. and R. R. their Heirs and

That the Premiſſes limited for Joynture are of ſuch a yearly value, and free from Incumbrances.

Covenant for further aſſurance.

and Aſſigns by theſe preſents, That they the ſaid T. A. Sen. and T. A. Jun. and their Heirs, ſhall and will from time to time, and at all times during the ſpace of 7 years next enſuing the Date hereof, upon the Requeſt and at the Coſts and Charges in the Law of the ſaid S. R. and R. R. their Heirs or Aſſigns, do, make and execute, or cauſe or procure to be made, done and executed all and every ſuch other and further act and acts, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute Conveying, Setling and aſſuring the ſaid Mannor, Meſſuages, Farms, Cloſes, Plots, and all and ſingular other the Premiſſes herein before-mentioned and intended to be hereby granted, with their and every of their Appurtenances, to the ſeveral and reſpective uſes and intents, upon the Truſts and under the Proviſoes herein before declared and contained, be, &c. the ſaid further Aſſurance by Fine or Fines, Recovery or Recoveries, or otherwiſe howſoever, as by the Counſel Learned in the Law of the ſaid S. R. and R. R. their Heirs or Aſſigns, ſhall be reaſonably deviſed or required, ſo as the Parties thereunto be not hereby compelled or compellable to Travel above, &c. Miles from the place or places of their uſual abode for making thereof. In witneſs, &c.

A Settlement before Marriage by the intended Husband and Wife of the Wives Eſtate Real and Perſonal, That if the Husband do not in ſuch a time ſettle upon her Lands of ſuch a value for her Joynture, and likewiſe ſettle Lands upon their Iſſue, then Truſtees to ſtand ſeized and poſſeſſed to her uſe only; Husband not to intermeddle, but all to be at her ſole diſpoſal. By Sir *J.L.*

Pro *Leaſe and Releaſe*, vid. Tit. *Bargain and Sale.*

THis Indenture, &c. Between M. N. of, &c. and S.T. of, &c. of the one part, and E.F. G. H. and J. K. of, &c. of the other part. Whereas there is a Marriage intended to be ſhortly had and ſolemnized between the ſaid M.N. and S.T. And whereas A.B. of, &c. by his Indentures of Leaſe and Releaſe, bearing date, &c. for the Conſideration therein mentioned, did bargain, ſell, give, grant, releaſe and confirm unto the ſaid S.T. her Heirs and Aſſigns, all, &c. To Have and to Hold the ſame, and every part thereof unto the ſaid T.S. her Heirs and Aſſigns for ever: In which ſaid Indenture of Releaſe is contained a Proviſo or Condition in theſe words or to this effect following, *viz.* [Provided always, &c. *Recite the Proviſo.*] And whereas the ſaid Sum of, &c. nor any part thereof, was not paid at the day and place before-mentioned for payment thereof, nor at any time ſince, by reaſon whereof the ſaid Indenture became abſolute, and the Eſtate of and in the ſaid, &c. and Premiſſes lawfully and abſolutely veſted in the ſaid S.T. And whereas C.D. of, &c. by his Indenture of Demiſe or Grant, bearing date, &c. for

Recital of the intended Marriage.

Recital of Mortgage in Fee.

for the Conſideration therein mentioned, did demiſe, grant, bargain and ſell unto the ſaid S.T. her Executors, Adminiſtrators and Aſſigns, all, &c. To Have and to Hold unto the ſaid S. T. her Executors, Adminiſtrators and Aſſigns, for, during and unto the full end and Term of 1000 years from thence next enſuing and fully to be compleat and ended, without impeachment of or for any manner of Waſte: Yielding and paying therefore yearly and every year, during the ſaid Term, the yearly Rent of one Peppercorn at the Feaſt of S. *Michael*, if the ſame ſhall be lawfully demanded. In which ſaid Indenture there is alſo contained a Proviſo or Condition in theſe words, or to this effect following, *viz.* (Provided always, &c. *ut priùs*) As in and by the ſaid Indenture of Demiſe or Grant, relation being thereunto had, may appear. And whereas the ſaid Sum of, &c. in the ſaid recited Proviſo in the ſaid Indenture of Demiſe mentioned, nor any part thereof, was not paid at the day and place therein mentioned for payment thereof, nor at any time ſince, whereby the ſaid Eſtate and Term for 1000 years, became abſolute to the ſaid S. T. And whereas the ſaid S.T. is poſſeſſed of divers Jewels, Plate, Houſholdſtuff and Money of a very conſiderable Value, which by act of Law will become the proper Goods and Chattels of him the ſaid M.N. upon the Conſummation of the ſaid Marriage. And whereas it is agreed by and between all the ſaid Parties to theſe preſents, And the ſaid M. N. doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid E. F. G. H. and J.K. their Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid M. N. ſhall and will

Recital of Mortgage for years.

Recital of the Perſonal Eſtate.

Covenant to make a Settlement on Wife by a certain day.

will at or or before the 10*th* day of, &c. next enſuing the date hereof, well and ſufficiently ſettle, convey and aſſure unto the ſaid S. T. or to ſuch perſon or perſons as they the ſaid E. F. G. H. and J. K. ſhall nominate and appoint as Truſtees on the part and behalf of the ſaid S. T. by way of Joynture for her Life, ſo much Lands as ſhall be of the clear yearly value of, &c. *per Annum* (*ultra Repriſas*) for Term of her life, without impeachment of Waſte, freed and diſcharged of and from all Incumbrances whatſoever, in Title, Charge, Eſtate or otherwiſe. The ſame Conveyance and Settlement to be made in ſuch manner and form, as they the ſaid E. F. G. H. and J. K. the Survivors and Survivor of them, his and their Heirs and Aſſigns, or their or any of their Counſel Learned in the Law ſhall adviſe. And that he the ſaid M. N. ſhall likewiſe ſettle, convey and aſſure before the ſaid 10*th* day of, &c. aforeſaid, as the ſaid Counſel of the ſaid E. F. G. H. and J. K. ſhall adviſe upon ſuch Child or Children as the ſaid M. N. ſhall beget upon the Body of the ſaid S. and the Heirs of the Body or Bodies of ſuch Child or Children, ſo much Land as ſhall be worth and of the clear yearly value of, &c. at the leaſt (*ultra repriſas.*) Now theſe preſent Indentures are further to witneſs, That they the ſaid S. T. and M. N. for divers good Cauſes and Conſiderations them thereunto eſpecially moving, Have given, granted, aliened, ſold, enfeoffed, confirmed, aſſigned and ſet-over, and by theſe preſents do give, &c. unto the ſaid E. F. G. H. and J. K. as well all and ſingular the ſaid, &c. and Premiſſes which ſhe the ſaid S. T. purchaſed in manner and form as aforeſaid, of and from the ſaid A. B. ſituate and being in, &c. as aforeſaid, (in their actual poſſeſſion, now being

Covenant to ſettle Lands on Children.

Grant and Aſſignment of all Freehold and other Perſonal Eſtate.

being by virtue of one Indenture of Bargain and Sale to him thereof made by the ſaid S. T. bearing Date the day before the Date of theſe preſents, and by force of the Statute for Transferring of Uſes into poſſeſſion:) To Have and to Hold the ſame, and every part and parcel thereof, unto them the ſaid E.F. G.H. and J.K. their Heirs and Aſſigns for ever, unto the ſeveral Uſes, and upon and under the ſeveral Truſts herein after mentioned and declared concerning the ſame: As alſo all that the aforeſaid, &c. and Premiſſes, with their and every of their Appurtenances, which ſhe the ſaid S. T. purchaſed of and from the ſaid C. D. for the Term of 1000 years as aforeſaid: To have and to hold the ſame, and every part and parcel thereof, unto him the ſaid E. F. G. H. and J. K. their Executors, Adminiſtrators and Aſſigns, for and during all the reſt and reſidue of the ſaid Term of 1000 years therein yet to come and unexpired. Nevertheleſs, to the uſes, intents and purpoſes, and upon and under the Truſts, Limitations and Agreements herein after mentioned and declared concerning the ſame. And alſo the ſaid S. T. and M. N. have given, granted, and freely and voluntarily delivered unto the ſaid E.F. G.H. and J.K. their Executors, Adminiſtrators and Aſſigns, all the Money, Plate, Jewels, Deeds, Evidences, Bills, Bonds and Specialties, Goods, Chattels and Perſonal Eſtate, which in any manner did, or doth belong unto the ſaid S.T. Nevertheleſs, to the uſes, intents and purpoſes herein after declared and expreſſed. And it is declared and agreed by and between all and every the ſaid Parties to theſe preſents, and it is the true intent and meaning of theſe preſents, and of the Parties to the ſame, That the ſaid ſeveral and reſpective Gifts, Grants,

Grants, Alienations, Bargains, Sales and Aſſignments herein before made to the ſaid E. F. G.H. and J.K. in manner and form above expreſſed are reſpectively made, upon Truſt and Confidence as well of him the ſaid M. N. as of her the ſaid S. T. That in caſe the ſaid Marriage ſhall take effect, and the ſaid M. N. ſhall within the time above limited, well and ſufficiently convey and aſſure unto the ſaid S. T. or to ſuch perſon or perſons as they the ſaid E. F. ſhall nominate and appoint as Truſtees for the uſe of her the ſaid S. T. ſo much Lands as ſhall be worth, and of the yearly value of, &c. *(ultra repriſas)* for Term of her Natural life by way of Joynture, and ſhall make ſuch further proviſion for ſuch Child or Children as he ſhall beget on the Body of the ſaid S. within ſuch time, and of ſuch value as is above covenanted, concluded and agreed upon, over and above all Rents, Charges and Reprizes, That then they the ſaid E.F. G.H. and J.K. and the Survivors or Survivor of them, his and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, ſhall from thenceforth ſtand and be reſpectively ſeized and poſſeſſed of and in all the abovementioned, Lands, Chattels and Premiſſes, with their and every of their Appurtenances, to the uſe of them the ſaid M.N. and S.T. and of their Heirs, Executors and Adminiſtrators reſpectively: And that then they the ſaid E.F. G.H. and J.K. and the Survivors and Survivor of them, his or their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, upon convenient Notice or Warning to them given, ſhall Re-convey and Tranſfer unto the ſaid M. N. and S. T. their Heirs, Executors, Adminiſtrators and Aſſigns, all and every the ſaid Lands, Tenements, Goods, Chattels and Premiſſes, with their and every of their Appur-

If the Husband make ſuch a Settlement by ſuch a day, then Truſtees to ſtand ſeized to his and his Wives uſe.

And to Re-convey accordingly.

Appurtenances. And that if he the ſaid A. B. his Heirs or Aſſigns, ſhall at any time hereafter be admitted to the redemption of the ſaid Premiſſes, which at preſent are forfeited as aforeſaid, That then they the ſaid E. F. G. H. and J. K. and the Survivors and Survivor of them, his and their Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and will pay and deliver, or cauſe to be paid and delivered all ſuch principal Money, Intereſt and Damages as ſhall come to their hands for the ſame, unto the ſaid M. N. his Executors, Adminiſtrators and Aſſigns. And in like manner, if the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, ſhall at any time hereafter be admitted to the redemption of the ſaid, &c. and Premiſſes ſo forfeite as aforeſaid, That then they the ſaid E. F. G. H. and J. K and the Survivors and Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and will pay and deliver, or cauſe to be paid and delivered all ſuch Principal Money and Intereſt as ſhall come to their hands for the ſame, to the ſaid M. N. his Executors, Adminiſtrators or Aſſigns: And that they the ſaid E. F. G. H. and J. K. the Survivors and Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and will grant, re-deliver and re-convey unto the ſaid M. N. all ſuch Jewels, Plate, Money and Houſhold-ſtuff as they or any of them ſhall have in their hands by reaſon of theſe preſents, and which in any manner did or doth belong unto the ſaid S. T. And the ſaid M. N. and S. T. for themſelves, their Heirs, Executors and Adminiſtrators, do covenant, promiſe, grant and agree, to and with the ſaid E. F. G. H. and J. K. their Heirs, Executors, Adminiſtrators and Aſſigns, That if the ſaid M. N. ſhall not make ſuch Proviſion or Settlement by way of Joynture unto

If Mortgagor be admitted to redemption, Truſtees to pay M. N. the Principal and Intereſt received thereon.

If M N. do not make ſuch Settlement as aforeſaid, then Truſtees to ſtand ſeized and poſſeſſed to the uſe of S.

the ſaid S.T. of Lands and Tenements, of the full yearly value of, &c. above all deductions and Reprizes whatſoever, and of an indefeazible Title, for Term of her Natural life, freed from all Incumbrances as aforeſaid, and ſhall not make ſuch further Proviſion and Settlement for and on the behalf of ſuch Child or Children as he the ſaid M. N. ſhall beget upon the Body of the ſaid S.T. within ſuch time and of ſuch value, and in ſuch manner and form as is before declared, and according to the true intent and meaning of theſe preſents, That then they the ſaid E.F. G.H. and J.K. and the Survivors and Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, ſhall ſtand and be reſpectively ſeized and poſſeſſed of all and ſingular the ſaid Lands, Tenements and Hereditaments, and of all ſuch Sum and Sums of Money as ſhall be paid by the ſaid A.B. and C.D. or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, for or in reſpect of their ſeveral Redemptions of their ſeveral and reſpective Eſtates above-mentioned, and of all other the ſaid Jewels, Plate and Houſholdſtuff, to the only uſe and behoof, and for the ſole benefit, maintenance and diſpoſition of the ſaid S. T. and of all ſuch Child or Children as he the ſaid M. N. ſhall beget on the Body of her the ſaid S. T. and to no other uſe, intent or purpoſe whatſoever. And further alſo, That he the ſaid M.N. his Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, ſhall not or will not at any time during the ſaid intended Coverture, or afterwards intermeddle with any part of the Eſtate Real or Perſonal, which did or doth belong unto her the ſaid S. T. nor with the Rents, Iſſues or Profits thereof, nor ſhall in any manner

manner arreſt, ſue, implead or trouble by any Suit, either in Law or Equity, them the ſaid E.F. G.H. and J.K. the Survivors and Survivor of them, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, upon the colour or pretence of having any right to any of the ſaid Lands, Tenements, Mony, Goods or Chattels which did or doth belong unto the ſaid S. T. But that he the ſaid M. N. ſhall permit and ſuffer the ſaid E. F. G. H. and J. K. their Heirs, Executors, Adminiſtrators and Aſſigns, to diſpoſe of all and ſingular the ſaid Lands, Tenements, Mony, Plate, Houſhold-ſtuff, Goods and Chattels whatſoever, at their diſcretion, for the ſole uſe, benefit and behoof of the ſaid S. during her life, and for the benefit and behoof of ſuch Child or Children as ſhe the ſaid S. ſhall have at the time of her deceaſe. And if it ſhall pleaſe God that ſhe the ſaid S. ſhall have no Child or Children at the time of her deceaſe, then to ſuch perſon and perſons as ſhe the ſaid S. T. ſhall at any time, during her Natural life, whether ſhe ſhall be then Sole or Married, by any Writing under her Hand and Seal, executed in the preſence of two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing teſtified as aforeſaid, direct, nominate and appoint. And that all and every ſuch perſon and perſons to whom ſhe the ſaid S. ſhall ſo diſpoſe the ſame, or any part thereof, or the Rents, Iſſues, Profits or benefit thereof, or of any part thereof, ſhall and may at all times hereafter, peaceably and quietly receive, hold and enjoy the ſame, without the let, ſuit, trouble, claim and demand whatſoever, either in Law or Equity, of him the ſaid M. N. his Executors, Adminiſtrators and Aſſigns, or any other perſon or perſons, claiming by, from or under him or them, or to his

M.N. not to ſue Truſtees.

But permit 'em to diſpoſe,

To the uſe of S T. for life, Then to the uſe of her Children.

For want of Children, as ſhe ſhall appoint.

Such as ſhe appoints, to enjoy quietly.

or their uſe or uſes, or by his and their conſent, privity or procurement. In witneſs, &c.

A ſpecial Settlement of two Eſtates upon Marriage, where the Eſtates paſs by Fines and Recoveries, Covenants for levying the Fines and ſuffering the Recoveries, the Conuſees in the Fine to be Tenants to the Præcipe *in the Recoveries, with proviſions for Annuities, Joyntures for firſt and other Wives, payment of Debts, Maintenance, Education and Portions of younger Sons and Daughters, proviſions for making Leaſes, and other nice Limitations and Truſts.* By Sir *J.K.*

THis Indenture Quadripartite, made the, &c. Between E. B. late Wife of C. B. of, &c. and Daughter and Heir of F.G. of, &c. D.B. Eſq; Son and Heir of the ſaid C. B. and Heir apparent of the ſaid E.B. of the firſt part, J.K. Relict of Sir T. K. of, &c. deceaſed, and S. K. ſole Daughter and Heir of the ſaid Sir T. K. and Heir apparent of the ſaid J.K. of the ſecond part, M.N. of, &c. and O.P. of, &c. of the third part, and R.S. T.V. and W.K. &c. of, &c. of the fourth part. Whereas a Marriage, by the Grace of God, is intended to be ſhortly had and ſolemnized between the ſaid D.B. and the ſaid S. K. Now this Indenture witneſſeth, That in Conſideration of the ſaid intended Marriage, and for a proviſion of Livelyhood to be made to and for the ſaid E. B. and J. K. for their reſpective Lives, and for the payment, ſatisfaction and diſcharge of ſuch Debts of the ſaid C. B. and Sir T. K. as they or either of them did owe at the times of their reſpective Deaths, being their own proper Debts, and ſuch wherein they

Conſideration.

are

are not Security for, nor ſtand obliged in, for any other perſon or perſons, by ſuch means as is herein after expreſſed and declared, and for raiſing Portions for the younger Sons, and all and every Daughter and Daughters of the ſaid C.B. and for a competent and convenient Joynture to be had and aſſured to and for the ſaid S.K. in caſe after the ſaid intended Marriage ſo to be had and ſolemnized as aforeſaid, ſhe the ſaid S. L. ſhall happen to ſurvive and over-live the ſaid D. B. her intended Husband, and in full ſatisfaction of all Dower and Right and Title of Dower, which ſhe the ſaid S. K. might or could at any time hereafter claim or demand, out of or in any the Mannors, Lands or Hereditaments, which now are or hereafter ſhall be of the ſaid D B. And to the intent that all the Mannors, Meſſuages, Lands and Hereditaments herein after mentioned of the ſaid D. B. and E.B. and either of them, and of the ſaid J K. and S.L. and either of them, may be ſetled and be and continue, ſo long as it ſhall pleaſe God, in the Name and Blood of them the ſaid, &c. and to the ſeveral and reſpective uſes, intents and purpoſes, upon and under the ſeveral Truſts, Proviſoes and Limitations, Conditions and Agreements herein after declared and contained, It is covenanted, concluded and agreed by and between all the ſaid Parties to theſe preſents, And the ſaid J. K. and S.K. for themſelves, their Heirs, Executors and Adminiſtrators, do covenant, promiſe and agree to and with the ſaid M. N. and O.P. their Heirs and Aſſigns, by theſe preſents, That they the ſaid J.K. and S.K. ſhall and will on this ſide and before the end of *Michaelmas* Term next enſuing the date hereof, in due form of Law, levy and acknowledge before his Majeſties Juſtices of the Court of Common-

Covenant for levying a Fine by J.K. and S.K.

Pleas at *Weſtminſter*, or before ſome other perſon or perſons in that behalf to be lawfully authorized, one or more Fine or Fines *Sur Conuzance de droit come ceo, &c.* with Proclamations thereupon to be had and made, according to the uſual courſe of Fines with Proclamations for aſſurance of Lands in ſuch caſes uſed, and the form of the Statute in that behalf made and provided, unto the ſaid M. N. and O. P. and their Heirs, or the Heirs of one of them, of all thoſe the Mannors of, &c. in the County of C. with their and every of their Rights, Members and Appurtenances, and of all other the Mannors, Meſſuages and Hereditaments of them the ſaid J. K. and S. K. or either of them, or whereof or wherein the ſaid J. K. or S. K. or either of them, hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion or Remainder, and of the Reverſions and Remainders of all and ſingular the Premiſſes, and of every part thereof, the ſaid Fine or Fines to be by the name of, &c. or by ſuch other convenient name or names, additions, deſcriptions, quantities, qualities, contents, and numbers of Acres or otherwiſe, in ſuch manner and form as by them the ſaid M. N. and O. P. or either of them, their or either of their Heirs or Aſſigns, or any of them, their or either of their Counſel Learned in the Law, ſhall be thought fit and convenient. And it is declared and agreed by and between all and every the ſaid parties to theſe preſents, and in particular the ſaid J. K. and S. K. do, and every of them doth, for themſelves, their Heirs and Aſſigns, declare and agree that the ſaid Fine, ſo as aforeſaid or in any other ſort to be levied and executed, and all and every other Fine and Fines, Conveyances and Aſſurances had and executed by and between the ſaid Parties to theſe preſents, or

Enurement of Fine.

or any of them, or whereunto they or any of them shall be party or parties of the said Manor and Premisses, and of every part and parcel thereof, shall be and enure, and are meant and intended, and are hereby declared to be and enure, and the said M. N. and O. P. Cognizees in the said Fine to be named, and their Heirs shall stand and be seized of and in all and singular the said Premisses, with their and every of their Appurtenances, To the use of the said J. K. and her Assigns, until the said Marriage shall be had and solemnized, and immediately from and after the solemnization thereof, to the several uses, intents and purposes, and upon and under the several and respective Trusts, Provisoes, Limitations and Appointments herein after expressed and declared concerning the same; (That is to say,) As, for and touching all that, &c. to the use and behoof of the said J. K. and her Assigns, for and during the Term of her Natural life, without impeachment of or for any manner of Waste, and as for and concerning all the rest and residue of the said Manors, Hereditaments and Premisses, the said Fine shall be and enure, and the said M. N. and O. P. Cognizees in the said Fine to be named, and their Heirs, shall stand and be seized thereof, and of every part thereof, immediately from and after the solemnization of the said intended Marriage, to the use of the said J. K. until the last day of *March*, next ensuing the date hereof, and afterwards to the use and intent that she the said J. K. and her Assigns, for and during the Term of 90 years (if she the said J. K. shall so long live) may have and receive out of the Premisses, one Annuity or yearly Rent of, &c. of lawful Money of *England*, to be paid at or, &c. without any deduction, defai-

First, to the use of J. K. for her Natural life.

Annuity of &c. *per ann.* to J. K. for life

cation or abatement for any Taxes, cauſe or thing whatſoever, at the Feaſt of S. *Michael* the Archangel and the Feaſt of the Annunciation of, &c. by even and equal portions, the firſt payment to be made at the Feaſt of, &c. next enſuing; and to the intent that if it ſhall happen the ſaid yearly Rent or Sum of, &c. or any part or parcel thereof, to be behind and unpaid by the ſpace of 30 days next after either of the ſaid Feaſt-days or days appointed for the payment thereof as aforeſaid, That then and ſo often it ſhall and may be lawful to and for the ſaid J.K. and her Aſſigns, into the ſaid Premiſſes before charged therewith, or into any part or parcel thereof to enter, and the Goods and Chattels thereupon found to diſtrain, for the ſaid Annuity or yearly Rent of, &c. and all the Arrearages thereof, if any ſuch be, together with the ſaid Sum of 10 *s. Nomine pœnæ* herein after limited and mentioned for every day that ſaid Annuity or yearly Rent of, &c. or any part thereof ſhall be behind and unpaid by the ſpace of 30 days next after either of the ſaid Feaſts or Days whereon the ſame ought to be paid as aforeſaid, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, and carry away, and the ſame to impound, or otherwiſe to detain and keep until ſhe ſhall be ſo ſatisfied and paid, the ſaid Annuity or yearly Sum of, &c. and all the Arrearages of the ſame, together with the Penalties for default of payment hereafter limited and appointed as aforeſaid. And to this intent alſo, That if the ſaid Annuity or yearly Rent of, &c. or any part thereof be behind or unpaid in part or in all by the ſpace of 30 days next after either of the ſaid Feaſts or Days of payment aforeſaid, That then and ſo often ſhe the ſaid J.K. and her Aſſigns, ſhall and may

Diſtreſs.

may have and receive out of the ſaid Premiſſes the Sum of 10 *s. Nomine pœnæ* for every day that the ſame Annuity or yearly Sum of, &c. or any part thereof ſhall be behind and unpaid above 30 days next after either of the ſaid Feaſts or Days above limited for payment thereof, as aforeſaid. And as, for and concerning all the ſaid Mannors, &c. and Premiſſes charged with the ſaid yearly Rent or Sum of, &c. as aforeſaid, with their and every of their appurtenances, to the uſe of the ſaid R.S. T.V. and W.K. for and during the Term of 90 years (if the ſaid J.K. ſhall ſo long live) upon the Truſts in that behalf hereafter expreſſed. But nevertheleſs, for the further ſecurity of the payment of the ſaid Annuity or yearly Rent of, &c. unto the ſaid J.K. and under and ſubject unto this Proviſo or Limitation; (That is to ſay,) That if it ſhall happen the ſaid yearly Rent or Sum of, &c. ſhall be behind and unpaid unto the ſaid J. K. above 50 days after the ſaid Feaſts or Days of payments, on which the ſame ought to be paid as aforeſaid, That then the ſaid J. K. ſhall or may by any Writing or Writings under her Hand and Seal, executed in the preſence of two or more credible Witneſſes, ſignifie and declare her mind to be to revoke and to have the Uſe and Eſtate before limited to the ſaid R.S. T.V. and W.K. for 90 years (if ſhe ſo long live) to be void, That then and from thenceforth, and from and after ſuch ſignification and declaration had and made, the ſaid Uſe and Eſtate and Term limited to them the ſaid R.S. T.V. and W.K. ſhall ceaſe and be utterly void, and that then and from thenceforth the ſaid Fine. ſhall be and enure, and the ſaid M. N. and O. P Cognizees therein named, and their Heirs, ſhall ſtand and be ſeized of and in the Premiſſes before-

Nomine pœnæ.

If unpaid 50 days after, J.K. may revoke the Uſes.

before-mentioned, to be charged with the ſaid Annuity or yearly Rent of, &c. aforeſaid, with their appurtenances, to the uſe of the ſaid J. K. for and during the Term of her Natural life, for the further ſecurity of the payment of the ſaid Annuity or yearly Sum of, &c. to the ſaid J.K. and her Aſſigns, as aforeſaid. And as for and concerning the ſaid Mannor of, &c. and all and ſingular other the Lands, &c. and Premiſſes in, &c. as the Eſtates herein before limited concerning the ſame ſhall end and determine, and as for and concerning all, &c. the ſaid Fine ſhall be and enure, and the ſaid M. N. and O. P. Cognizees in the ſaid Fine and their Heirs ſhall ſtand and be ſeized thereof, and of every part thereof, to the uſe of the ſaid R. S. T. V. and W. K. for and during the Term of 99 years, (if the ſaid D. B. ſhall ſo long live) upon the Truſt hereafter in that behalf declared and expreſſed. And from and after the expiration or other determination of the ſaid Term of 90 years, to the uſe of the ſaid S. K. for and during the Term of her Natural life, without impeachment of or for any manner of Waſte, and from and after the expiration or other determination of the ſaid ſeveral Eſtates of 90 years, (if D. B. live ſo long) and the Eſtate for life of the ſaid S. K. Then to the uſe of the ſaid R. S. T. V. and W. K. and their Heirs, for and during the Terms of the Natural lives of them the ſaid D. B. and S. K. and the Survivor of them, upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and to that end to make one or more Entry or Entries, as the caſe ſhall require. But nevertheleſs, to permit and ſuffer the ſaid S. K. and her Aſſigns, during her life, after the deceaſe of the ſaid D. B.

Second Limitation for 99 years, if D. B. ſo long live.

Remainder to S. K. for life.

Remainder to Truſtees to preſerve contingent Uſes.

D.B. to receive and take the Rents, Iſſues and Profits thereof. And from and after the deceaſe of the ſaid D. B. and S. K. and the Survivor of them, then to the uſe of Truſtees for 500 year upon the Truſts hereafter declared; and after determination of that Eſtate, then to the uſe and behoof of the firſt Son of the Body of the ſaid D.B. on the Body of the ſaid S. K. lawfully begotten and to be begotten, and of the heirs Males of the Body of ſuch firſt Son lawfully iſſuing; And for default of ſuch Iſſue, to the uſe of the ſecond, &c. and for default, &c. to third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the ſaid D. B. on the Body of the ſaid S.K. lawfully to be begotten, ſeverally and ſucceſſively one after another, as they and every of them ſhall be in ſeniority of Age and priority of Birth, and of the ſeveral and reſpective heirs Males of the Bodies of all and every ſuch Son and Sons lawfully iſſuing, the elder of ſuch Sons and the heirs Males of his Body lawfully iſſuing, being always preferr'd before the younger of ſuch Sons and the heirs Males of his Body lawfully iſſuing; and for default of ſuch Iſſue, to the uſe of the ſaid J. K. for and during the Term of her Natural life, without impeachment of or for any manner of Waſte, and from and after her deceaſe, to the uſe of the right Heirs of the ſaid S. K. for ever, and to and for no other uſe intent and purpoſe whatſoever. And this Indenture farther Witneſſeth, That for and upon the Conſiderations aforeſaid, It is further covenanted, concluded and agreed by and between the ſaid Parties to theſe preſents, And the ſaid E.B. and D.B. for themſelves, their Heirs, Executors and Adminiſtrators, do covenant, promiſe and agree to and with the ſaid M. N. and

Remainder to 1ſt Son, &c.

Remainder to J.K. for life.

Remainder to the right Heirs of S.K.

Covenant for Levying of a Fine by E. B. and D. B.

and O. P. and their Heirs by theſe preſents, That they the ſaid E. B. and D. B. ſhall and will on this ſide and before the end of *Michaelmas* Term next enſuing the date of theſe preſents, in due form of Law, levy and acknowledge before his Majeſties Juſtices of the Court of Common-Pleas at *Weſtminſter*, or before other perſon or perſons in that behalf to be lawfully authorized, one or more Fine or Fines *Sur Conuzance de droit come ceo, &c.* with Proclamations thereupon to be had and made according to the uſual courſe of Fines, with Proclamations for aſſurance of Lands in ſuch caſes uſed, and the form of the Statute in that behalf made and provided, unto the ſaid M. N. and O. P and their Heirs, or the Heirs of one of them, of all, &c. whereof or wherein the ſaid E. B. and D. C. have, or either of them hath any Eſtate of Freehold in poſſeſſion, Reverſion or Remainder, the ſaid Fine or Fines to be by the name of, &c. or by ſuch other deſcriptions, quantities, qualities, contents and numbers of Acres, or otherwiſe, in ſuch manner and form as by them the ſaid M. N. and O. P. or their Heirs, or any of them, ſhall be thought fit and convenient. And it is declared and agreed by and between all and and every the ſaid Parties to theſe preſents, and particularly the ſaid E. B. and D. B. do, and either of them doth, for themſelves their Heirs and Aſſigns, declare and agree, That the ſaid Fine, ſo or in any other manner to be had and executed by and between the ſaid Parties ſhall be and enure, and is hereby declared to be and enure, and the ſaid M. N. and O. P. and their Heirs, ſhall ſtand and be ſeized of the ſaid Premiſſes, with their Appurtenances, to the uſe of them the ſaid M. N. and O. P. and their Heirs, until and to the intent that ſeveral good and perfect Com-

Enurement of the Fine, to make them Tenants to the *Pracipe*.

Common Recoveries may be thereof had and ſuffered, and to the end to make them the ſaid M.N. and O.P. perfect Tenants of the Freehold of the ſaid Premiſſes, for one or more Writ or Writs of *Præcipe* to be brought againſt them the ſaid M.N. and O.P. whereupon ſeveral Common Recoveries may be thereupon had and ſuffered, as is hereafter expreſſed. For which purpoſe, It is covenanted, concluded and agreed by and between the ſaid Parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid R.S. and T.V. to ſue forth and proſecute out of the High Court of *Chancery*, returnable in the ſaid Court of Common-Pleas at *Weſtminſter*, one or more Writ or Writs of *Entre ſur diſſeiſin en le Poſt*, againſt them the ſaid M. N. and O.P. thereby demanding by apt and convenient names, deſcriptions and numbers of Acres, the ſaid Mannors of, &c. and all and ſingular other the Premiſſes in the ſaid County of, &c. To which ſaid Writ or Writs of Entry the ſaid M.N. and O.P. ſhall perſonally appear *gratis* at the ſame day and place of the Return thereof, and after Declaration made againſt them, then and there (according to the nature of the ſame Writs) ſhall and will the ſame day make their Defeazance and vouch over to Warranty the ſaid E.B. who ſhall likewiſe *gratis* appear and enter into the ſame Warranty and vouch over the Common Vouchee in that Court, who ſhall alſo appear and imparl, and after Imparlance made ſhall depart in Contempt of the ſaid Court, ſo as Judgment may be thereupon had and given for the ſaid R.S. and T. V. to recover the ſaid Mannors and Premiſſes againſt them the ſaid M.N. and O. P. and for them to recover in Value againſt the ſaid E.B. and for her to Recover in value againſt the Common-Vouchee. And alſo

Covenant for a Writ of *Entry* for ſuffering a Recovery.

Double Recovery.

One

one or more Writ or Writs of Entry *Sur diſſeiſin en le Poſt*, retornable as aforeſaid againſt the ſaid M.N. and O.P. thereby demanding by like apt and convenient names, deſcriptions and numbers of Acres the ſaid Mannors, &c. To which Writ or Writs the ſaid M. N. and O. P. ſhall perſonally appear *gratis* at the day and place (*ut ſupra*) and vouch to Warranty the ſaid D. B. who ſhall likewiſe appear and enter into Warranty, and vouch over to Warranty the Common Vouchee of the ſame Court, who ſhall likewiſe appear *gratis* and imparle, and after Imparlance depart in Contempt of the Court, ſo as Judgment may be thereupon had and given for the ſaid R. S. and T. V. to recover the ſaid Mannors and Premiſſes in, &c. againſt the ſaid M. N. and O. P. and for the ſaid M. N. and O. P. to recover in Value againſt the ſaid D. B. and for him to recover over againſt the Common Voucher. And that all and every act and acts may be done and executed, needful and requiſite for the having and executing of ſeveral good and perfect Common Recoveries of all and ſingular the ſaid Mannors and Premiſſes, with their ſeveral and reſpective Appurtenances with ſeveral and reſpective Vouchers over as aforeſaid, according to the uſual courſe of Common Recoveries for aſſurance of Lands in ſuch caſes uſed. And it is declared and agreed by and between all the ſaid Parties to theſe preſents, That the ſaid Fine and Fines, ſo or in any other manner to be had and levied of the ſaid Mannors of, &c. in the ſaid County of, &c. and the Recovery and Recoveries ſo or in any other manner to be had and ſuffered, and the Cognizees in the ſaid Fine or Fines named, and the ſaid Recoveror and Recoverors in the ſaid Recoveries, ſhall ſtand and be

be ſeized of all, &c. To the ſeveral uſes, intents and purpoſes hereafter limited and declared concerning the ſame; (That is to ſay,) To the uſe, &c. (*Limit the ſeveral Uſes with a limitation of a Term of years to Truſtees upon Truſts following, &c. Remainder to Iſſue Male, &c.*) And for default of ſuch Iſſue, to the uſe and behoof of the ſaid S. K. in caſe ſhe be *Privement enſeint* or with Child at the time of the deceaſe of the ſaid D. B. until ſhe be Delivered of ſuch Child or dye, which of them ſhall firſt happen, and if ſuch Child ſhall be Born living, and ſhall be a Son, then to the uſe of that after-born Son, and the heirs Males of his Body iſſuing: And if ſuch after-born Child ſhall not be a Son, or if ſuch after-born Son ſhall dye without Iſſue Male of his Body lawfully begotten, or if the ſaid S. K. ſhall dye without any Son of her Body begotten by the ſaid D. B. Then to the uſe of the right Heirs of the ſaid D. B. for ever. And as for and concerning all, &c. and all and ſingular other the Premiſſes intended to be comprized in the ſaid Fine and Recoveries, whereof no uſe is before in and by theſe preſents declared. After the ſolemnization of the ſaid intended Marriage the ſaid Fines and Recoveries ſhall be and enure, and the ſaid Cognizees and Recoverors therein named, ſhall ſtand and be ſeized thereof, and of every part thereof, to the uſe and behoof of the ſaid R. S. T. V. and W. K. and the Survivors and Survivor of them, their Heirs and Aſſigns for ever. And it is declared, That the ſame is ſo limited to them upon the Truſts following; (That is to ſay,) Upon Truſt and to the end, That they the ſaid R. S. T. V. and W. K. and the Survivors and Survivor of them, his and their Heirs and Aſſigns, ſhall (with what convenient ſpeed may be) make Sale

Declaration of Uſes of Fine and Recovery.

If Wife be *Privement enſeint.*

Limitation to Truſtees.

To ſell Lands for raiſing a Sum of Money.

Sale of the ſaid Lands and Premiſſes ſo limited unto them, at and for the beſt Price that can or may conveniently be had or gotten for the ſame, and that by and out of the Moneys raiſed by ſuch Sale, and out of the Rents and Profits in the mean time, they ſhall pay unto the ſaid J. K. her Executors or Adminiſtrators,

Firſt, To pay Debts.

the Sum of, &c. of lawful Money of *England*, for the full payment and diſcharge of the Debts of the ſaid Sir T. K. deceaſed, and in the mean time, until the ſaid Sum of, &c. ſhall be paid her, ſhall and may out of the Rents and Profits of the ſame Premiſſes, and out of the Moneys to be raiſed by the Sale thereof, anſwer and pay unto the ſaid J. K. her Executors, Adminiſtrators or Aſſigns, for or in reſpect of the Intereſt for forbearance of the ſaid, &c. from the, &c. day of, &c. next enſuing the date hereof, the yearly Sum of, &c. at, &c. The firſt payment to be made at, &c. and ſo after the rate of, &c. *per Annum*, for all the time that ſhall happen to be between the ſaid, &c. day of, &c. aforeſaid, until ſuch time as the ſaid Sum of, &c. ſhall be paid unto her the ſaid J. K. without any deduction for Taxes, or otherwiſe. And after the ſaid Money for Intereſt, and the ſaid, &c. Pounds ſhall be paid in as

Secondly, For raiſing Childrens Portions.

aforeſaid, Then the ſaid Truſtees, their Heirs and Aſſigns ſhall diſpoſe of the Overplus of the Money to be raiſed by the Sale of the ſaid Mannors and Premiſſes aforeſaid, unto J. B. H. B. and M. B. two of the Daughters and ſecond Son of the ſaid E. B. to be paid to their hands, for and towards the raiſing Portions, together with the other Proviſions herein after provided, the ſeveral Sums of, &c. for each and every of the ſaid J. B. H. B. and M. B. for their ſeveral and reſpective Portions as aforeſaid. And as for and concerning all that the ſaid Mannor of, &c.

to

to the uſe of the ſaid Truſtees, and the Survivors and Survivor of them, his and their Executors and Adminiſtrators, and the ſaid Eſtates and Terms are ſo reſpectively to them limited, upon the Truſts herein after expreſſed and declared; (That is to ſay,) Upon Truſt, and to the intent and purpoſe, That the ſaid J. K. ſhall and may from time to time, have and enjoy to her own uſe the Rents and Services uſually performed by the Tenants of the Mannor of A. not exceeding 20 Cart-loads of Carriages in any one year. And to the intent, that by and out of the other Rents and Profits of the ſaid Mannors and Premiſſes ſo to them limited as aforeſaid, they the ſaid (Truſtees) their, &c. ſhall and may from time to time ſatisfie and pay unto the ſaid E. B. or her Aſſigns, the yearly Sum of, &c. at, &c. for and towards the Maintenance and Education of F. G. and H. the younger Sons of her the ſaid E. B. as (the Ages of her ſaid younger Sons, and other Circumſtances conſidered) ſhe the ſaid E. B. and her Aſſigns, ſhall in her and their diſcretion think fit, ſo as the ſame do not exceed, &c. Pounds *per Annum*, for any one of the ſaid younger Sons; and ſhall and may diſpoſe of the Overplus of the Rents and Profits of the ſaid Mannors and Premiſſes aforeſaid, for and towards the ſupplying up the ſaid ſeveral and reſpective Sums or Portions of, &c. Pounds apiece of the ſaid H. B. J. B. and M. B. ſo far forth as the Proviſions herein before in that behalf made ſhall fall ſhort, and not otherwiſe. And for the raiſing the ſeveral Sums of, &c. for each and every of them the ſaid F. G. and H. for their Portions, to be reſpectively paid unto them at their ſeveral and reſpective Ages of 21 years, or Days of Marriage, which of them ſhall firſt happen, or ſo ſoon after as the ſame may

Services reſerved to J. K.

Proviſion for younger Sons.

Overplus of Profits to make up Portions before limited to the other Daughters and Sons.

Portions for younger Sons, payable at 21 years, or Marriage, if Marriage be with Conſent.

may conveniently be raiſed, ſo as ſuch Marriage be by and with the Conſent of the ſaid E. B. their Mother, during her Life, and after her deceaſe, with the Conſent of the ſaid D. B. their Brother: But with this Limitation and Declaration, That then and ſo often as any one of them the ſaid F. G. and H. ſhall have received and be paid his or their Portion or Portions, that then and from thenceforth the ſaid yearly Sum and Sums of, &c. (before limited to them for their Education and Maintainance) for each and every of them ſo receiving his or their Portion or Portions, ſhall be abated and detained out of the, &c. Pounds before-mentioned, to be paid to the ſaid E B. for the Maintenance and Education of the ſaid Sons; And that then and from thenceforth the ſame yearly Sums of, &c. ſo to be abated and retained, ſhall go and be diſpoſed and employed for and towards the better ſupplying and making up of the ſaid Portions or Sums of, &c. apiece for the ſaid J. B. H. B. and M. B. and for the better and more ſpeedy raiſing of, &c. Pounds apiece for ſuch of them the ſaid F. G. and H. whoſe Portions ſhall not be ſo received and paid. And it is declared and agreed by and between all the ſaid Parties to theſe preſents, That the Portions of, &c. apiece, to the ſaid J. H. and M. B. ſhall be paid to them ſucceſſively, according to their reſpective Seniorities in years, *viz.* Firſt to the ſaid J. next to the ſaid H. and after to the ſaid M. B. And furthermore, That if the reſpective Portions of the ſaid Children hereby provided for, ſhall not be paid at their reſpective Ages of 21 years, That then each of the ſaid Children ſhall have allowed Intereſt for their ſaid Portions, from their reſpective Ages of 21 years till the ſame Portions ſhall be reſpectively

As each is paid his Portion, his Education Mony to be abated, to help to make up Portions of the reſt.

Each to be paid according to their Seniorities.

And Intereſt from 21 years, till paid.

ctively paid, after the Rate of *6 l. per Cent. per Annum*, to be raiſed out of the ſaid Lands, and to be paid to the ſaid Truſtees half yearly; And with this Proviſo and Limitation alſo, That in caſe it ſhall happen any of them the ſaid F. G. and H. ſhall depart this Life before his or their ſaid Portion or Portions ſhall become due and payable to him or them, That then and from thenceforth the Portion or Portions of him or them ſo dying ſhall determine, and not be payable and paid: And that then and from thenceforth the ſaid Mannors and Premiſſes Charged with the raiſing thereof, ſhall be clearly and abſolutely diſcharged thereof, and other the ſaid Maintenances ſhall be raiſed and paid, according to the true intent and meaning of theſe preſents; And that the ſaid Truſtees, their, &c. ſhall ſtand and be poſſeſſed of the ſaid Premiſſes, for and during the reſpective Terms to them limited as aforeſaid, and ſhall diſpoſe of the Moneys remaining in their hands (if any be) upon Truſt and to the benefit of the perſon and perſons to whom the next and immediate Reverſion and Remainder or Freehold of the Premiſſes, Expectant upon the ſaid ſeveral Terms ſhall for the time being appertain, and to fall in, go with and attend the Inheritance thereof, according to the ſeveral and reſpective Uſes and Eſtates before limited: And as for and concerning the ſaid Eſtates and Terms of, &c. herein before limited unto them the ſaid Truſtees, their Executors, Adminiſtrators and Aſſigns, *It* is declared and agreed by and between all the ſaid parties to theſe preſents, That the ſame is ſo to them limited, upon the Truſts and to the intents and purpoſes, and under and ſubject unto the ſeveral and reſpective Proviſoes and Conditions hereafter declared and expreſſed; (That is to ſay,)

Truſtees to ſtand poſſeſſed of reſidue of the Term and Overplus of Mony to the uſe of thoſe in Reverſion.

Limitation to Truſtees on Truſts following.

In default of Iſſue Male, Portions to Daughters.

ſay,) That in caſe the ſaid D.B. ſhall dye without any Iſſue Male of his Body, on the Body of the ſaid S. K. lawfully begotten and living at the time of the deceaſe of the ſaid S. K. or if the Heirs Males between them ſhall happen to dye without Iſſue Male of their Bodies lawfully iſſuing before their Age or Ages of 21 years, and that there ſhall be one or more Daughter or Daughters of the Body of the ſaid D. B. on the Body of the ſaid S K. which ſhall attain to her or their Age or Ages of 21 years or days of Marriage, That then ſuch Daughter and Daughters ſhall have the Portions and Sums of Mony hereafter limited; (That is to ſay,) If there ſhall be but one ſuch Daughter and no more, then ſuch only Daughter to have the Sum of, &c. and no more for her Portion. And if there ſhall happen to be two ſuch Daughters or more, Then all the ſaid Daughters to have the ſaid Sum of, &c. equally divided amongſt them, ſhare and ſhare alike, the ſaid reſpective Sum and Sums to be paid at the reſpective Age or Ages of ſuch Daughter or Daughters of 21 years or days of Marriage, which of them ſhall firſt happen, or within ſuch convenient times after ſuch of them as ſhall firſt happen, as the ſame Portion or Portions can be conveniently raiſed in (ſo as ſuch Marriages be with Conſent, *ut prius.*) And in caſe ſuch Portion or Portions ſhall not be ſo paid, That then the ſaid Truſtees, and the Survivors of them, their Executors, Adminiſtrators and Aſſigns, ſhall and may out of the Rents, Iſſues and Profits of the Premiſſes, or by Leaſes, Sale or Morrgage thereof, raiſe and pay the ſaid Portion and Portions; and that in the mean time, from the death of the ſaid D. B. until ſuch time as the ſaid Portion or Portions ſhall become due and payable as aforeſaid, they the ſaid

If but one Daughter, ſo much to her Portion; if more, to have that Sum equally divided amongſt them.

Payable at 18 years or Marriage with Conſent.

ſaid Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall and may out of the Rents, Iſſues and Profits of the Premiſſes, raiſe convenient Maintenance for ſuch Daughter or Daughters according to their Degree and Quality, not exceeding the Sum of, &c. yearly for each of the ſaid Daughters, and ſhall and will permit and ſuffer ſuch perſon and perſons, to whom the Freehold and Inheritance of the ſaid Premiſſes, expectant upon the ſaid ſeveral Terms ſo limited to them the ſaid Truſtees as aforeſaid, ſhall for the time being appertain, to receive the Surplu-ſage of the Rents and Profits of the ſaid Premiſſes, until ſuch Portion or Portions of ſuch Daughter or Daughters ſhall or ſhould, according to the true intent and meaning of theſe preſents, become due and payable. After the ſaid Portions and Maintenance to and for ſuch Daughter and Daughters ſhall be raiſed and paid as aforeſaid, Then the ſaid Truſtees, their, &c. to ſtand and be ſeized of all and ſingular the ſaid Premiſſes, for and during the reſt and reſidue of their reſpective Terms, ſo limited to them as aforeſaid, then to come and unexpired, and ſhall diſpoſe of the Moneys then remaining in their hands (if any be,) upon Truſt and for the benefit of ſuch perſon and perſons to whom the next and immediate Reverſion and Remainder, or Freehold of the Premiſſes expectant upon the ſaid Terms, ſhall for the time being appertain, and to fall in and attend the Inheritance thereof. Provided always, That if the perſon or perſons to whom the next and immediate Reverſion, Freehold or Inheritance of the Premiſſes expectant upon the ſaid Terms, ſhall come, deſcend or appertain, do and ſhall within one year after the death of the ſaid D. B. well and truly pay or cauſe to be paid, to the

Education Money.

He in Reverſion to receive Overplus.

After Maintenance and Portions raiſed, Truſtees to ſtand ſeized to the uſe of him in Reverſion.

If he in Reverſion pay or ſecure the Maintenance and Portions to Truſtees approbation; or if no Daughters, or they all dye before days of payment, then the Limitation for raiſing ſuch Moneys to ceaſe.

liking and approbation of the ſaid Truſtees, their, &c. and the Survivor of them, or ſufficiently ſecure or cauſe to be ſecured unto the Daughter and Daughters of the Body of the ſaid D. B. on the Body of the ſaid S. K. lawfully begotten, all and every the ſaid reſpective Portions and Sums of Money herein before limited, to be charged, or intended to be charged and raiſed out of the Premiſſes, for the ſaid Daughter and Daughters reſpectively, according to the true intent and meaning of theſe preſents: Or if the ſaid S. K. ſhall not have any Iſſue Female on her Body begotten then alive, or if all ſuch Iſſue Female ſhall happen to dye before they attain, or any of them ſhall attain her Age of 18 years, or be Married, That then the ſaid Eſtates or Terms of, &c. years, limited to the ſaid Truſtees, their, &c. ſhall ceaſe, determine and be void, any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Proviſo, for making Joynture for ſecond Wife.

Provided always, and it is declared and agreed by and between all the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid D. B. after the deceaſe of the ſaid S. K at all times during his Natural life, by any Writing or Writings under his Hand and Seal, teſtified by two or more credible Witneſſes, to aſſign, limit and appoint, all or any part of the Premiſſes herein before limited to the ſaid S. K. for her Joynture, to any perſon or perſons, to or for the uſe of any Woman or Women which he the ſaid D. B. ſhall happen to take to Wife after the deceaſe of the ſaid S. K. for the Life or Lives of ſuch Wife or Wives, for her or their Joynture or Joyntures. And that from and after ſuch Limitation and Appointment the ſaid Fine and Fines, Recovery and Recoveries, ſo as aforeſaid to be had, levied, ſuffered, exe-

executed and perfected, and all and every other, &c. ſhall be and enure, &c. and the ſaid Cognizees and Recoverors, &c. ſhall ſtand and be, &c. to the uſe of ſuch Woman or Women as he the ſaid D. B. ſhall hereafter fortune to marry, for and during the Natural life and lives of ſuch reſpective Wife and Wives in manner as aforeſaid; Any thing, &c. notwithſtanding. Provided alſo, and it is further covenanted and agreed by and between all and every the ſaid parties to theſe preſents, and declared to be their true intent and meaning, That it ſhall and may be lawful to and for the ſaid D. B. and the ſaid S. K. in caſe ſhe happen to ſurvive the ſaid D. B. for and during the Terms of his and her reſpective Natural Lives reſpectively, from time to time, and at all times from and after the, &c. day of, &c. next enſuing, and from and after the Deceaſes of them the ſaid D. B. and S. K. to and for any perſon or perſons to whom any Uſe or Eſtate is herein before limited reſpectively, being in poſſeſſion of ſuch Uſe or Eſtate of the ſaid Premiſſes, or any part thereof, during their reſpective Natural Lives, by virtue of and according to the ſeveral and reſpective Limitations herein before to them made, being of the Age of 21 years, or above, by any Deed or Deeds Indented, Sealed, Signed and Delivered in the preſence of three or more Credible Witneſſes, to make any Leaſe or Leaſes, Demiſe or Demiſes of the ſaid Premiſſes, or any part thereof in preſent poſſeſſion, but not in Reverſion, ſo as ſuch Lands have been uſually letten, by the ſpace of, &c. now laſt paſt, unto any perſon or perſons, for any Term or Terms not exceeding three Lives, or for any number of years not exceeding 21 years from the making thereof, without

Power to make Leaſes.

Being of the Age of 21 years.

For three Lives or 21 years in poſſeſſion.

Without any Fine.

without any Fine or Incom, ſo as the beſt and moſt improved yearly Rents, as for 21 years laſt paſt had been reſerved, or ſo much Rent as really and *bona fide* may be got for the ſame, be thereupon reſpectively reſerved to be due and payable during the whole Term and Terms of ſuch reſpective Leaſe or Leaſes, ſo as in and by ſuch Leaſe and Leaſes the reſpective Leſſee and Leſſees therein named, their Executors, Adminiſtrators and Aſſigns, be reſtrained from doing or ſuffering any Waſte or Spoil to be done in and upon the ſaid demiſed Premiſſes, and every part thereof, ſo as all and every Leſſee and Leſſees do ſeal and deliver Counterparts of ſuch Leaſe or Leaſes; All and every which ſaid reſpective Rent and Rents, together with the Counterparts of ſuch Leaſe and Leaſes, it is covenanted and declared by and between all the ſaid parties to theſe preſents, ſhall from time to time remain and come to all and every ſuch reſpective perſon and perſons to whom the uſes and behoofs of the ſaid Premiſſes are before reſpectively limited and declared in and by theſe preſents. In witneſs, &c.

Reſerving as much Rent as *bonâ fide* can be got.

Leſſees to be reſtrained from doing Waſte,

And to ſeal Counterparts of the Leaſes.

A Clauſe to be Inſerted after a power to make Leaſes.

PRovided always, and it is the true intent and meaning of theſe preſents, and of all parties to the ſame, That every of the Grants, Bargains, Sales, Leaſe and Eſtates herein before-mentioned, which ſhall be made by virtue of, or in purſuance of the Power herein before reſerved, or any of them, ſhall take effect and ſtand good, according to the priority of time of the making, granting or limitation of the ſame, and that no ſubſequent Eſtate, Grant or Limitation, ſhall deſtroy the former Eſtates, Grants or Limitations, to be made, granted or limited by virtue of the ſaid Power, or any of them, but that the ſame ſhall precede each other, according to the time of the making, granting, limitation or reciting of the ſame, without reſpect of the order, penning or placing of the ſame in theſe preſents, and that no ſuch Eſtate ſo to be made, limited, granted or created, ſhall deſtroy any former Eſtate before limited, granted or created by virtue of the Powers before-mentioned, or any of them; Any thing, &c.

Surren-

Surrenders.

A Surrender of a Term for Years, to the next in Reverſion.

TO all Chriſtian People to whom this preſent Writing ſhall come, I E. P. of, &c. ſend Greeting. Know ye, That I the ſaid E. P. for and in Conſideration of a competent Sum of lawful Money of *England* to me in hand paid, at or before the enſealing and delivery of theſe preſents, by W. S. of, &c. and for divers other good Cauſes and Conſiderations me thereunto eſpecially moving, Have granted, ſurrendred, releaſed and aſſigned, and by theſe preſents for me, my Heirs, Executors and Adminiſtrators, do wholly and abſolutely grant, ſurrender, releaſe and aſſign unto the ſaid W. S. his Heirs and Aſſigns, All and every the Eſtate, Term for years, Intereſt, Right and Title either in Law or Equity whatſoever, which I the ſaid E. P. now have, or at any time have had, into or out of All thoſe Cloſes, or parcels of Ground, ſituate, lying and being in S. in the County of, &c. now or late in the Occupation of, &c. containing by eſtimation, &c. by colour or virtue of one Indenture bearing date the, &c. day of, &c. made between T. S. Father of the ſaid W. S. of the one part, and me the ſaid E. P. of the other part, or by force, colour or means of one Fine *ſur Conceſſit*, levied of the abovementioned Premiſſes by the ſaid T. S. to me the ſaid E. P. in the Court of Common-Pleas at *Weſtminſter*, in the Term of, &c. which was in the

Grant and Surrender.

the year of our Lord, &c. or by any or either of them, or otherwiſe howſoever. And further, I the ſaid E. P. for the Conſiderations aforeſaid, for me, my Heirs, Executors and Adminiſtrators, do by theſe preſents, remiſe, releaſe, and for ever quit-claim unto the ſaid W. S. his Heirs, Executors, Adminiſtrators and Aſſigns for ever, All and all manner of Action and Actions, Covenants, Conditions, Rents and Arrears thereof, Suits, Controverſies, Claims and Demands whatſoever, of what kind, nature and quality ſoever, which I the ſaid E. P. have or may or might have againſt the ſaid W. S. his Heirs, Executors, Adminiſtrators and Aſſigns, by colour or means of the ſaid Indenture or Fine, or either of them, or by any other ways or means whatſoever. And laſtly, I the ſaid E. P. do for me, my Heirs, Executors and Adminiſtrators, covenant, promiſe and declare, to and with the ſaid W. S. That I the ſaid E. P. have in no wiſe or manner incumbred or charged the ſaid Premiſſes, or any of them, or any Term', Title or Intereſt, therein or thereto. And that the ſaid W. S. his Heirs and Aſſigns, ſhall and may at all times hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſame, and every of them, without the Let, Suit, Trouble, Eviction or Diſturbance of me the ſaid E. P. my Executors, Adminiſtrators and Aſſigns, or any perſon or perſons whatſoever, claiming or that ſhall lawfully claim the ſame, or any of them, from by or under me the ſaid E. P. In witneſs whereof I the ſaid E. P. have hereunto, &c.

Releaſe of all Actions, Demands, &c.

Wills.

A Special Will upon Setling an Eſtate.

IN the Name of GOD, Amen. I Sir T. P. Knight, Provoſt of the Kings Colledge of our Lady and St. *Nicholas* in *Cambridge*, do make and ordain this my laſt Will and Teſtament in manner and form following: *Imprimis*, I give and bequeath all that my Mannor of O. *alias* T. with all the Rights, Members and Appurtenances thereof whatſoever, in the Pariſh of H. upon the Hill in the County of M. and all other my Freehold and Charterhold Meſſuages, Lands, Tenements and Hereditaments whatſoever, ſituate, lying and being in the ſaid Pariſh of H. upon the Hill, or elſewhere in the ſaid County of M. and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every part and parcel thereof, unto R. P. the Son or reputed Son of Sir R.P. Knight, my late Brother, deceaſed, for and during the Term of the Natural life of the ſaid R. P. the Son, and from and after the determination of the ſaid Eſtate, then to my Nephew G.S. and to J.H. of *London*, Goldſmith, and their Heirs, for and during the Natural life of the ſaid R.P. the Son. Nevertheleſs upon Truſt only for him the ſaid R.P. during his life, and to preſerve and ſupport the Contingent Remainders hereafter limited, and to make ſuch Entries, or do ſuch other Acts as ſhall be in that behalf, or to that purpoſe requiſite; but not to take or convert any of the Rents or Profits of the Premiſſes

to

to their or any of their own uſe and benefit, and from and after the deceaſe of the ſaid R. P. the Son, I give and bequeath all the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, unto the firſt Son of the Body of the ſaid R.P. the Son, lawfully begotten or to be begotten, and the heirs Males of the Body of ſuch firſt Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the ſecond Son of the Body of the ſaid R.P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch ſecond Son lawfully begotte nor to be begotten; and for default of ſuch Iſſue, then to the third Son of the Body of the ſaid R.P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch third Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the fourth Son of the Body of the ſaid R.P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fourth Son lawfully begotten or to begotten; and for default of ſuch Iſſue, then to the fifth Son of the Body of the ſaid R.P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fifth Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to F.P. the Son or reputed Son of my late ſaid Brother Sir R. P. for and during the Term of his Natural life; and from and after the determination of his ſaid Eſtate, then to the ſaid G. S. and S. H. and their Heirs, for and during the Natural life of the ſaid F. P. Nevertheleſs upon Truſt only for the ſaid F. P. during his life, and to preſerve and ſupport the Contingent Remainder hereafter limited, and to make ſuch Entries, or do ſuch other Acts as ſhall be in that behalf and to that purpoſe requiſite; but not to take or convert any of the Rents,

Rents or Profits of the Premiſſes, to their or any of their own uſe or benefit; And from and after the deceaſe of the ſaid F. P. and the determination of all the afore-mentioned Eſtates, Then I give and bequeath all the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, unto the firſt Son of the Body of the ſaid F. P. lawfully begotten or to be begotten, or to the heirs Males of the Body of ſuch firſt Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the ſecond Son of the Body of the ſaid F.P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch ſecond Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the third Son of the Body of the ſaid F.P. lawfully begotten or to be begotten, and to the heirs Males of ſuch third Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the fourth Son of the Body of the ſaid F.P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fourth Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the fifth Son of the Body of the ſaid F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fifth Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to my ſaid Nephew G. S. Son of my Siſter S. for the Term of his life, and after his deceaſe to P. S. Son of my ſaid Nephew G. S. and to the heirs Males of the Body of the ſaid P. S. lawfully begotten or to be begotten; and for default of ſuch Iſſue, to the eldeſt Son of my ſaid Nephew G. S. which ſhall be living at the time of the deceaſe of the ſaid P. S. and to the heirs Males of the Body of ſuch eldeſt Son lawfully iſſuing; and for default of ſuch Iſſue, to the right Heirs of

of me the ſaid T. for ever. Provided always nevertheleſs, and my Will and Mind is, That it ſhall and may be lawful to and for the ſaid R.P. the Son, and F.P. and either of them, being in poſſeſſion of the ſaid Mannors, Lands and Tenements, by virtue of this my Will, by any Writing or Writings under their or either of their Hands and Seals, and executed in the preſence of two or more credible Witneſſes, to grant, diſpoſe, limit or convey all or any of the ſaid Mannors, Lands, Tenements, to or for any Woman or Women whom they or either of them ſhall Marry or take to Wife, for and during the Natural life or lives of ſuch Woman or Women, for her and their Joynture; and that afterwards the ſaid Mannors, Lands and Tenements, ſhall be and remain to ſuch perſon and perſons to whom the immediate Eſtate and Intereſt thereof is herein before given, limited or appointed, according to the true intent and meaning herein before declared; And whereas I have ſurrendred my Copyhold and Cuſtomary Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, holden of the Mannor of H. *alias Sudbury*, in the County of M. to the uſe of my Laſt Will and Teſtament, according to the Cuſtom of the ſame Mannor. Now I do give and bequeath all my ſaid Copyhold and Cuſtomary Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, to my Brother W. P. Eſq; for and during the Term of his Natural life; and from and after his deceaſe, to the ſaid R.P. the Son, for and during the Term of his Natural life; and from and after his deceaſe, to the firſt Son of the Body of the ſaid R.P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch firſt Son lawfully begotten or to be be-

begotten; and for default of ſuch Iſſue, to the ſecond Son of the Body of the ſaid R. P. the Son, and to the heirs Males of the Body of ſuch ſecond Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, to the third Son of the Body of the ſaid R. P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch third Son lawfully begotten or to be begotten; and for want of ſuch Iſſue, then to the fourth Son of the Body of the ſaid R. P. the Son, lawfully begotten or to be begotten, and the heirs Males of the Body of ſuch fourth Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, to the fifth Son of the Body of the ſaid R. P. the Son, lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fifth Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the aforeſaid F. P. for and during the Term of his Natural life; and from and after his deceaſe, to the firſt Son of the Body of the ſaid F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch firſt Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the ſecond Son of the Body of the ſaid F.P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch ſecond Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the third Son of the Body of the ſaid F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch third Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to the fourth Son of the Body of the ſaid F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fourth Son lawfully begotten or to be begotten; and for

default of ſuch Iſſue, then to the fifth Son of the Body of the ſaid F. P. lawfully begotten or to be begotten, and to the heirs Males of the Body of ſuch fifth Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, to my ſaid Nephew S. for the Term of his life, and after his deceaſe to P. S. aforeſaid, Son of my ſaid Nephew G. S. and to the heirs Males of the Body of the ſaid P. S. lawfully begotten or to be begotten; and for default of ſuch Iſſue, to the eldeſt Son of my ſaid Nephew G. S. which ſhall be living at the time of the deceaſe of the ſaid P. S. and to the heirs Males of the Body of ſuch eldeſt Son lawfully begotten or to be begotten; and for default of ſuch Iſſue, then to remain to the right Heirs of me the ſaid T.P. for ever. In witneſs, &c.

Pints	Galls	Coppers	Gum Ar
4 —	5 OZ	3 OZ	4 OZ — 300 lb
9 —	14 —	4 1/2	12 — Vin 3 p R 3 Rw 3
4 —	8	4	2

1/4 Rom Vitriol
1/4 Lb Sugar

Hh T H E

- Jno Fielden
- Jno Hall
- F. Page
- Jno King
- Jno Wasey
- Geo. Barnard
- Jno Winterbottom
- Rob Wells
- ~~[illegible]~~
- Jno Huskins
- Hy Huskins
- A Slocock
- G. Pinum
G Pocock

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A

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